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10 Attorneys for Plaintiff,
11 JORGE VICENTE, on behalf of himself
12 and all others similarly situated

13 *(ADDITIONAL PARTIES ON FOLLOWING PAGE)*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE VICENTE, on behalf of himself and
all others similarly situated,

Plaintiffs,

v.

STK WESTWOOD, LLC, a California limited
liability company; STK ROOFTOP SAN
DIEGO, LLC, a California limited liability
company; STK REBEL SAN DIEGO, LLC, a
California limited liability company; and
DOES 1 through 100, Inclusive,

Defendants.

CASE NO. 22STCV18725

Assigned for all purposes to the Hon. Lawrence
P. Riff

**PLAINTIFF JORGE VICENTE, AND
DEFENDANTS STK WESTWOOD, LLC,
ET AL.'S JOINT STIPULATION AND
SETTLEMENT AGREEMENT OF CLASS
ACTION AND PAGA CLAIMS**

Action Filed: June 7, 2022

FAC Filed: August 15, 2022

Trial Date: None Set

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11 STK ROOFTOP SAN DIEGO, LLC
STK REBEL SAN DIEGO, LLC
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1 This Joint Stipulation and Settlement Agreement of Class Action and PAGA Claims
2 (“Stipulation of Settlement” or “Settlement” or “Settlement Agreement”) is made and entered into
3 by and between (a) Plaintiff Jorge Vicente (hereinafter referred to as “Class Representative” or
4 “Plaintiff”), and on behalf of the Class and Aggrieved Employees (as defined below), and (b)
5 Defendants STK Westwood, LLC, STK Rooftop San Diego, LLC, and STK Rebel San Diego, LLC
6 (“Defendants”) (Plaintiff and Defendants hereinafter collectively referred to as the “Parties”).

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFINITIONS**

- 9 1. “**Action**” shall mean the action entitled *Jorge Vicente v. STK Westwood, LLC, et al.*,
10 Los Angeles Superior Court, Case No. 22STCV18725.
- 11 2. “**PAGA Letter**” shall mean the June 7, 2022 PAGA letter and September 21, 2023
12 Amended PAGA letter Plaintiff submitted to the LWDA to include all claims alleged in the
13 Operative Complaint.
- 14 3. “**Class Counsel**” shall mean Michael Nourmand, Esq. and James A. De Sario, Esq.
15 of The Nourmand Law Firm, APC.
- 16 4. “**Class Members**” shall mean all current and former nonexempt, hourly-paid
17 employees of Settlement Defendants (defined below) employed in California, who only worked at
18 a STK Steakhouse restaurant, at any time from June 7, 2018, through November 21, 2022.
- 19 5. “**Class Period**” shall mean June 7, 2018, through November 21, 2022.
- 20 6. “**Class Released Claims**” shall have the meaning ascribed to it in Paragraph 65(a)-
21 (c) below.
- 22 7. “**Class Representative**” or “**Plaintiff**” shall mean Plaintiff Jorge Vicente.
- 23 8. “**Court**” shall mean the Superior Court of the State of California for the County of
24 Los Angeles.
- 25 9. “**Court’s Final Order and Judgment**” means the Final Order Approving Class
26 Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and
27 approved by the Court.

1 10. **“Defendants’ Counsel”** shall mean Luis E. Lorenzana, William A. Cosmopolos.,
2 and Jennifer W. Maguire of Littler Mendelson, P.C.

3 11. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 41, below.

4 12. **“Final Approval Hearing”** shall mean the hearing where the Court shall consider,
5 without limitations, any timely objections to the Settlement from Settlement Class Members,
6 testimony from the Parties or their counsel, declarations regarding the claims process from the
7 Settlement Administrator, and otherwise make a final determination regarding the fairness of the
8 Settlement as set forth herein.

9 13. **“First Amended Class Action Complaint”** shall mean the complaint filed by
10 Plaintiff in this Action on August 15, 2022, alleging causes of action for: 1) failure to pay overtime
11 wages; (2) failure to pay minimum wages; (3) failure to provide rest periods or pay premiums in
12 lieu thereof at the regular rate; (4) failure to provide meal periods or pay premiums in lieu thereof
13 at the regular rate; (5) failure to timely pay wages during and upon termination of employment (6)
14 failure to provide accurate wage statements; (7) violation of California’s Unfair Competition Law
15 based upon the alleged Labor Code violations; (8) failure to reimburse necessary business expenses;
16 and (9) Enforcement of Labor Code § 2698 *et seq.* (PAGA).

17 14. **“Gross Settlement Amount”** shall refer to Four Hundred Seventy-Five Thousand
18 Dollars and Zero Cents (\$475,000.00), which is the maximum amount that Defendants will pay
19 pursuant to this Settlement, excluding Defendants’ share of payroll taxes, which shall be paid by
20 Defendants separately and in addition to the Gross Settlement Amount. The Gross Settlement
21 Amount is non-reversionary.

22 15. **“Incentive Award”** shall mean the payment made to Plaintiff in his capacity as a
23 Class Representative.

24 16. **“Individual Settlement Payment”** will be the portion of the Net Settlement
25 Amount payable to a Settlement Class Member.

26 17. **“Net Settlement Amount”** shall have the meaning ascribed to it in Paragraph 45,
27 below.

1 18. “**Notice of Proposed Settlement**” or “**Notice**” means the Notice of Pendency of
2 Class Action in substantially the form attached hereto as Exhibit A, and as approved by the Court.

3 19. “**Operative Complaint**” shall mean the Second Amended Class Action Complaint
4 (defined below) for claims set forth in the Action that Plaintiff will file as part of this Settlement,
5 specifically, (1) failure to pay and/or accurately calculate overtime wages (Violations of Labor
6 Code §§ 218.5, 510, 1194, 1194.2 and 1199; Code of Civil Procedure § 1021.5; Civil Code §
7 3287; and the applicable Wage Order); (2) failure to pay minimum wages (Violations of Labor
8 Code §§ 218.5, 1194, 1194.2, 1197, and 1197.1 and the applicable Wage Order); (3) failure to
9 provide rest periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §
10 226.7, Code of Civil Procedure § 1021.5; and the applicable Wage Order); (4) failure to provide
11 meal periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 512,
12 226.7, Code of Civil Procedure § 1021.5; Civil Code § 3287; and the applicable Wage Order); (5)
13 failure to timely pay wages during employment and upon termination of employment (Violation
14 of Labor Code §§ 201, 202, 203, 204, 218, 218.5 and 218.6; Civil Code § 3287); (6) failure to
15 furnish timely and accurate wage statements, and keep payroll records (Violation of Labor Code
16 §§ 226 and 1174); (7) failure to reimburse for business expenses (Violation of Labor Code
17 §2802); (8) failure to remit all gratuities to employees (Violation of Labor Code § 351); (9)
18 violation of California’s Unfair Competition Law based upon the alleged Labor Code violations
19 (Violation of Business & Professions Code § 17200 et seq.); and (10) violation of the California
20 Private Attorneys General Act of 2004 (Labor Code § 2698, *et seq.*) predicated on the same or
21 similar facts and/or claims alleged in the Lawsuit and/or the PAGA Letter sent to the LWDA by
22 Plaintiff in or prior to the Lawsuit.

23 20. “**PAGA**” shall mean the California Labor Code Private Attorneys General Act,
24 Labor Code §§ 2698 *et seq.*

25 21. “**PAGA Employee**” or “**Aggrieved Employee**” shall mean all current and former
26 nonexempt, hourly-paid employees of Settlement Defendants (defined below) employed in
27 California, who only worked at a STK Steakhouse restaurant, at any time from June 7, 2021,

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1 through November 21, 2022, and are represented by the Plaintiff and the State of California Labor
2 and Workforce Development Agency ("LWDA").

3 22. **"PAGA Payment"** means the payment to LWDA and the PAGA Employees in
4 settlement of all claims for PAGA penalties.

5 23. **"PAGA Employee Payments"** means the payment issued to each PAGA Employee
6 for his/her/their share of the PAGA Payment.

7 24. **"PAGA Period"** shall mean June 7, 2021 through November 21, 2022.

8 25. **"Parties"** shall refer to the Plaintiff and Defendants, each of whom is a "Party."

9 26. **"Released Parties"** collectively shall encompass Defendants and Settlement
10 Defendants and any of their past and present parent companies, including but not limited to The
11 One Group, LLC and The One Group Hospitality, Inc., officers, directors, employees, and agents
12 Defendants.

13 27. **"Settlement Administrator"** shall mean CPT Group, Inc.

14 28. **"Settlement Class Members"** shall mean the individual Class Members who did
15 not opt-out of the Settlement by submitting a valid request for exclusion as described in Paragraph
16 55.

17 29. **"Settlement Defendants"** shall mean STK Westwood, LLC, STK Rooftop San
18 Diego, LLC, STK Rebel San Diego, LLC, STK San Francisco, LLC, STK Westwood II, LLC, The
19 One Group, LLC, and The One Group Hospitality, Inc.

20 **RECITALS**

21 30. In the First Amended Class Action Complaint, Plaintiff alleged causes of action for:
22 (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide rest
23 periods or pay premiums in lieu thereof at the regular rate; (4) failure to provide meal periods or
24 pay premiums in lieu thereof at the regular rate; (5) failure to pay all wages upon termination of
25 employment (6) failure to provide accurate wage statements; (7) violation of California's Unfair
26 Competition Law based upon the alleged Labor Code violations; (8) failure to reimburse necessary
27 business expenses; and (9) Enforcement of Labor Code § 2698 *et seq.* (PAGA).

1 31. Following an informal exchange and extensive review of relevant documents and
2 class data (i.e., identification of the number of current and former employees within the Class
3 Period/PAGA Period, production of time and payroll records, relevant policies and handbooks,
4 number of pay periods and workweeks, consultant review and analysis of records and class data,
5 etc.), on November 17, 2022, the Parties engaged in a full-day mediation with experienced wage
6 and hour class action mediator Marc Feder, Esq., to attempt to resolve the Action, although a
7 settlement was not reached at that time. The Parties continued to engage with Mr. Feder after the
8 November 17, 2022 mediation and continued settlement discussion through Mr. Feder through June
9 2023 until this Settlement was reached.

10 32. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
11 the claims in the Action, and further denies that, for any purpose other than settling this Action, this
12 Action is appropriate for class action or representative treatment.

13 33. It is the Parties' desire to fully, finally and forever settle, compromise and discharge
14 all disputes and claims arising from or related to the allegations of this Action, as to each other.

15 34. It is the Parties' intention that this Stipulation of Settlement shall constitute a full
16 and complete settlement and release of all Class Released Claims and all PAGA Claims (as defined
17 in Paragraphs 65 and 66 below) against all Released Parties.

18 35. It is the Parties' intention that this Settlement shall not become effective until the
19 Effective Date, as defined in Paragraph 41, below.

20 36. Class Counsel have conducted a thorough investigation into the facts of this Action,
21 including an extensive review of relevant documents and data, and have diligently pursued an
22 investigation of the Class Members' claims against Defendants. Based on their own independent
23 investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants
24 is fair, reasonable and adequate and is in the best interest of the Class Members in light of all known
25 facts and circumstances, including the risks of the class not being certified, and the defenses
26 asserted by Defendants. Defendants and Defendants' Counsel also agree that the Settlement is in
27 the best interests of the Class Members. Counsel for the Parties further agree that the Settlement is
28 fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

37. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement.

TERMS OF SETTLEMENT

38. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

39. It is agreed by and between Plaintiff and Defendants that this Action and any claims, demands, liabilities, penalties, damages or causes of action against Defendants claimed by Plaintiff on behalf of himself, the Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of this Action, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

40. As part of this Settlement, the Parties stipulate to Plaintiff amending the complaint to add a cause of action for alleged violation of Labor Code § 351 (Tip Violations), to add named defendants STK San Francisco, LLC, STK Westwood II, LLC, The One Group, LLC and The One Group Hospitality, Inc. (collectively with Defendants referred to herein as "Settlement Defendants"). Settlement Defendants will be permitted to file an Answer within 30 days of the order granting the stipulation to amend. Plaintiff will also submit an Amended PAGA Letter, which adds STK San Francisco, LLC, STK Westwood II, LLC, The One Group, LLC and The One Group Hospitality, Inc. and the Labor Code violations asserted in the Second Amended Complaint. Upon final approval by the Court, the claims released by the Settlement Class Members and PAGA Employees will include all claims pleaded in the Second Amended Complaint in the Action or claims which could have been alleged under the same or similar facts in the Action and any PAGA letter sent to the LWDA by Plaintiff in or prior to the Action against the Released Parties, for work performed during the Class Period, specifically: (1) failure to pay and/or accurately calculate overtime wages (Violations of Labor Code §§ 218.5, 510, 1194, 1194.2 and 1199; Code of Civil Procedure § 1021.5; Civil Code § 3287; and the applicable Wage Order); (2) failure to pay minimum wages (Violations of Labor Code §§ 218.5, 1194, 1194.2, 1197, and 1197.1 and the applicable Wage Order); (3) failure to provide rest periods or pay premiums in lieu thereof at the regular rate (Violation of Labor Code § 226.7, Code of Civil Procedure § 1021.5; and the applicable

1 Wage Order); (4) failure to provide meal periods or pay premiums in lieu thereof at the regular rate
2 (Violation of Labor Code §§ 512, 226.7, Code of Civil Procedure § 1021.5; Civil Code § 3287; and
3 the applicable Wage Order); (5) failure to timely pay wages during employment and upon
4 termination of employment (Violation of Labor Code §§ 201, 202, 203, 204, 218, 218.5 and 218.6;
5 Civil Code § 3287); (6) failure to furnish timely and accurate wage statements, and keep payroll
6 records (Violation of Labor Code §§ 226 and 1174); (7) failure to reimburse for business expenses
7 (Violation of Labor Code §2802); (8) failure to remit all gratuities to employees (Violation of Labor
8 Code § 351); and (9) violation of California's Unfair Competition Law based upon the alleged
9 Labor Code violations (Violation of Business & Professions Code § 17200 et seq.); and (10)
10 violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698, et seq.)
11 predicated on facts and/or claims alleged in the Action and the PAGA Letter sent to the LWDA by
12 Plaintiff.

13 41. Effective Date: The Settlement embodied in this Stipulation of Settlement shall
14 become effective when all of the following events have occurred ("Effective Date"): (i) this
15 Stipulation of Settlement has been executed by Plaintiff, Defendants, Class Counsel and
16 Defendants' Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the
17 Notice has been sent to the Class Members, providing them the opportunity to object to the
18 Settlement, and the opportunity to opt out of the Settlement; (iv) the fully executed copy of the
19 Stipulation of Settlement has been sent to the LWDA; (v) the Court has held a formal fairness
20 hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events:
21 (A) five (5) calendar days after the period for filing any appeal, writ or other appellate proceeding
22 opposing the Final Approval has elapsed without any appeal, writ or other appellate proceeding
23 having been filed (*i.e.*, sixty-five (65) days from the date the court grants final approval); or (B) if
24 any appeal, writ, or other appellate proceeding opposing Final Approval has been filed, five (5)
25 business days after any appeal, writ or other appellate proceeding opposing the Settlement has been
26 dismissed finally and conclusively with no right to pursue further remedies or relief. If the Court
27 declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and
28 unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and

1 proceedings and data relating thereto shall be protected by California Evidence Code §1152 and
2 shall be without prejudice to the rights of any of the Parties.

3 42. Gross Settlement Amount: To implement the terms of this Settlement, Defendants
4 agree to pay a maximum total payment of Four Hundred Seventy-Five Thousand Dollars and Zero
5 Cents (\$475,000.00), which includes payments to Settlement Class Members (excluding any
6 appropriate and lawfully required employer-side payroll taxes owed by Defendants on such
7 payments which Defendants shall be separately responsible for apart from the Gross Settlement
8 Amount), Incentive Award to the Class Representative, the PAGA Payment, the Settlement
9 Administrator's fees and costs, approved attorneys' fees and litigation costs. Except as otherwise
10 specified herein, Defendants shall not be required to pay any additional monies beyond the amount
11 of the Gross Settlement Amount plus the employer-side payroll taxes. Further, no portion of the
12 Gross Settlement Amount shall revert to Defendants, and any amount of the Gross Settlement
13 Amount not required to pay the above-referenced amounts shall be paid to the Settlement Class
14 Members on a pro rata basis according to the formula contained herein.

15 43. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
16 Settlement Amount will qualify as a settlement fund pursuant to the requirements of section
17 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1. *et seq.* of the
18 income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the
19 "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income
20 tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount
21 and any tax-related expenses arising from any income tax return or other reporting document that
22 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
23 the Gross Settlement Amount, except the Defendants' share of the employer payroll taxes.

24 44. Funding of Settlement Amount: Within fourteen (14) calendar days after the
25 Effective Date, Defendants shall transfer to the Settlement Administrator an amount equal to the
26 Gross Settlement Amount plus the employer's share of payroll taxes. The delivery of the Gross
27 Settlement Amount and the employer's share of payroll taxes to the Settlement Administrator shall
28 constitute full and complete discharge of the entire obligation of Defendants under this Settlement.

1 Once Defendants have made such payments, Defendants will be deemed to have satisfied all terms
2 and conditions under this Settlement, shall be entitled to all protections afforded to Defendants
3 under this Settlement, and shall have no further obligations under the terms of the Settlement
4 regardless of what occurs with respect to those sums.

5 45. Allocation of the Gross Settlement Amount: After the deduction from the Gross
6 Settlement Amount of the amounts approved for the Incentive Award to the Class Representative,
7 the PAGA Payment, the Settlement Administrator's costs, Class Counsel's fees and expenses from
8 the Gross Settlement Amount, the remainder shall be referred to as the Net Settlement Amount.
9 Thus, subject to Court approval and the conditions specified in this Agreement, and in consideration
10 of the mutual covenants and promises set forth herein, the Parties agree the Gross Settlement
11 Amount shall encompass the following: (1) Class Counsel's fees and expenses; (2) the Plaintiff's
12 Incentive Award; (3) the Settlement Administrator's costs; and (4) the PAGA Payment (including
13 both the PAGA payment to the LWDA and the PAGA Settlement Checks to PAGA Employees);
14 and (5) the Net Settlement Amount.

15 Settlement Class Members will receive a share of the Net Settlement Amount. The Parties
16 agree that twenty percent (20%) of the Net Settlement Amount distributed to each Qualified Class
17 Member will be considered wages, and will be reported as such to each Qualified Class Member
18 on an IRS Form W-2. The Parties agree that eighty percent (80%) of the Net Settlement Amount
19 distributed to each Qualified Class Member will be considered penalties and interest, and will be
20 reported as such to each Qualified Class Member on an IRS Form 1099 misc., if applicable. The
21 foregoing tax allocation shall apply to sums paid to Plaintiff. The Parties further agree that the
22 PAGA payment distributed to each PAGA Employee will be treated entirely as civil penalties, and
23 will be reported as such to each PAGA Employee on an IRS Form 1099 misc., if applicable.

24 a. The Net Settlement Amount shall be divided among the Settlement Class Members
25 on a pro-rata basis, based upon the following:

26 i. Each Settlement Class Member's workweeks worked count, which shall be
27 the sum of the total number of workweeks the Settlement Class Member
28 worked during the Class Period;

- 1 ii. Divided by the combined sum of all Settlement Class Members' workweek
2 count; and,
- 3 iii. Multiplied by the value of the Net Settlement Amount.
- 4 b. The Parties agree that if any Settlement Class Member disputes the basis for
5 determining their share of the Settlement, Defendants' records shall presumptively
6 control unless the Settlement Class Member can produce documentation evidence
7 of other workweeks worked during the relevant time period. The Parties further
8 agree that any dispute that cannot be resolved by Class Counsel and Defendants'
9 counsel may be brought before the Court before final approval of the Class
10 Settlement.
- 11 c. To the extent that amounts in Paragraphs 49 and 50 below are not approved by the
12 Court, such amounts will be reallocated to the Net Settlement Amount unless
13 allocated otherwise by agreement of the Parties, with approval of the Court.
- 14 d. Within three (3) calendar days of the transfer of the Gross Settlement Amount to
15 the Settlement Administrator, and only upon the Effective Date being met, the
16 Settlement Administrator shall issue to each Settlement Class Member his/her/their
17 Individual Settlement Payment.
- 18 e. A Class Member must cash his or her Individual Settlement Payment check within
19 180 calendar days after it is mailed to him or her. If a check is returned to the
20 Settlement Administrator, the Settlement Administrator will make all reasonable
21 efforts to re-mail it to the Class Member at his or her correct address. If any Class
22 Member's Individual Settlement Payment check is not cashed within 120 days of its
23 initial issuance to the Class Member, the Settlement Administrator will send the
24 Class Member a letter, dated 120 days from the initial mailing, informing him or her
25 that, unless the check is cashed within 60 days of the date of this letter, it will expire
26 and become non-negotiable, and offer to replace the check if it was lost or misplaced
27 but not cashed. If the check remains uncashed by the expiration of the 60-day period
28 after this interim notice, the Settlement Administrator will keep an accounting of

such funds, including the identification of the Class Member. The Settlement Administrator will then disburse said funds to the State of California State Controller's Office, in the Class Member's name to be held as unclaimed property for the Class Member. In such event, the Class Member will nevertheless remain bound by the Settlement and the releases contained herein.

46. PAGA Payment: Subject to the Court's Approval, up to a maximum of Thirty Thousand Dollars and Zero Cents (\$30,000.00) shall be allocated as the PAGA Payment. Twenty-Two Thousand Five Hundred-Dollars and Zero Cents (\$22,500.00), representing 75% of the PAGA Payment, shall be paid to the LWDA. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

- a. Each PAGA Employee's pay period count, which shall be the sum of the total number of pay periods the PAGA Employee worked during the PAGA Period;
- b. Divided by the combined sum of all PAGA Employees' pay period counts; and
- c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

47. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Incentive Award shall not be utilized to calculate any additional benefits under any benefit plans to which any Plaintiff, Settlement Class Members and/or PAGA Employee may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff, Settlement Class Members and PAGA Employees may be entitled under any benefit plans.

1 48. Settlement Administrator: The Settlement Administrator shall be CPT Group, Inc.
2 (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic
3 and physical security protocols to adequately protect and safeguard the private employee
4 information it will have access to as a result of the claims process. The fees and expenses of the
5 Settlement Administrator, which is currently estimated at approximately Eleven Thousand Five
6 Hundred Dollars and Zero Cents (\$11,500.00), shall be paid through the Gross Settlement Amount.

7 49. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Class
8 Counsel shall seek attorneys' fees which shall not exceed thirty-five percent (35%) of the Gross
9 Settlement Amount not to exceed One Hundred Sixty-Six Thousand Two Hundred-Fifty Dollars
10 and Zero Cents (\$166,250.00), and reimbursement of actual costs and expenses associated with
11 Class Counsel's litigation and settlement of the Action, in an amount not to exceed Twenty
12 Thousand Dollars and Zero Cents (\$20,000.00), subject to approval by the Court. Defendants will
13 not object to Class Counsel's application for attorneys' fees and costs in these amounts. The
14 amount set forth above will cover all work performed and all fees and costs incurred to date, and
15 all work to be performed and all fees and costs to be incurred in the future in connection with the
16 approval by the Court of this Stipulation of Settlement, and the administration of the Settlement.
17 Should Class Counsel collectively request a lesser amount, or should the Court approve a lesser
18 amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the
19 maximum amount set forth above shall be added to the Net Settlement Amount. No Class Counsel
20 shall be entitled to further fees or costs from Defendants if it or they elect to appeal any reduction
21 in the requested fee or cost award. Any reduction by the Court of Class Counsel's claimed
22 attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the
23 Settlement. Plaintiff and Defendants shall bear their own attorney's fees and costs, except as
24 provided herein.

25 50. Class Representative's Incentive Award: Subject to the Court's approval, the Class
26 Representative will be paid an Incentive Award in an amount up to a maximum of Ten Thousand
27 Dollars and Zero Cents (\$10,000.00) in recognition for his service as a Class Representative, which
28 shall be paid from the Gross Settlement Amount. Defendants will not object to Class Counsel's

1 application for Court approval of an Incentive Award to the Class Representative in the amount of
2 Ten Thousand Dollars and Zero Cents (\$10,000.00). It is understood that the Incentive Award is
3 in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which
4 Plaintiff is entitled. The Incentive Award shall not be deemed wages and will be reported on an
5 IRS Form 1099-MISC, if applicable.

6 51. Tax Forms: The Settlement Administrator shall be responsible for issuing the
7 payments and withholding all required state and federal taxes in accordance with this Stipulation
8 of Settlement. The Settlement Administrator will issue IRS Forms 1099 with respect to the amounts
9 paid as interest and penalties to the Settlement Class Members and PAGA Employees. The
10 Settlement Administrator will also issue IRS Forms 1099 to: (1) Plaintiff for the Incentive Award;
11 and (2) Class Counsel for the amount paid for approved fees and costs. The Settlement
12 Administrator will be responsible for preparing these forms correctly. The Settlement
13 Administrator shall also be responsible for submitting Defendants' share of payroll taxes to the
14 appropriate government agencies on behalf of Defendants. Plaintiff and Class Counsel will be
15 responsible for correctly characterizing this compensation for tax purposes and for paying any taxes
16 on the amounts received.

17 52. Indemnification: Plaintiff and Class Counsel acknowledge and agree that they are
18 and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties
19 associated with their respective allocated portions of the payments described herein, and agree to
20 indemnify, defend, and hold Defendants and the Released Parties harmless from any and all claims
21 by any Federal, State, or Local taxing authority that Plaintiff or Class Counsel failed to pay or
22 underpaid their or her or his share of taxes associated with the payments set forth in this Settlement.
23 The Parties acknowledge and agree that Class Counsel is not responsible for the payment of any
24 Federal, State, and Local taxes or penalties associated with payments to Plaintiff and Class
25 Members.

26 NOTICE TO THE SETTLEMENT CLASSES

27 53. Within twenty-one (21) calendar days of preliminary approval of this Settlement by
28 the Court, Defendants shall provide to the Settlement Administrator a database containing the

1 following information ("Class Member List");

- 2 a. The full name, last known address, and full social security number of all Class
3 Members; and
- 4 b. The information necessary to determine the estimated settlement allocation to each
5 Class Member, including: (i) The total number of workweeks worked by each Class
6 Member within the Class Period; and (ii) The total number of pay periods worked
7 by each PAGA Employee within the PAGA Period.

8 54. The Settlement Administrator (along with any of its agents) shall represent and
9 warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical
10 safeguards, including a reasonable security protocol, for any personally identifiable information
11 ("PII"), which it receives from Defendants' Counsel and/or Class Counsel; (2) not disclose the PII
12 to third parties, including agents or subcontractors, without Defendants' consent; (3) not disclose
13 or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly
14 provide Defendants with notice if PII is subject to unauthorized access, use, disclosure,
15 modification, or destruction. The Settlement Administrator may provide notice to both Parties if
16 the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all
17 additional communications from the Settlement Administrator regarding the scope, circumstances,
18 and substance shall be communicated solely to Defendants.

19 55. The Settlement Administrator shall send a Notice to each Class Member by first
20 class mail within seven (7) calendar days of receipt of the Class Member List. Prior to mailing the
21 Notice, the Settlement Administrator shall update the addresses of the Class Members by reference
22 to the National Change of Address Database maintained by the United States Postal Service. If a
23 Notice is returned as non-deliverable but with a forwarding address, the Settlement Administrator
24 shall resend the Notice to the forwarding address. If a Notice is returned as non-deliverable with
25 no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate
26 the most current address of the person to whom the Notice was addressed, and shall resend the
27 Notice to any updated address within five (5) calendar days. The Settlement Class shall have an
28 additional fifteen (15) calendar days from the date of re-mailing to object, opt-out or dispute

workweeks, or pay periods. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Members.

56. The Settlement Administrator shall provide to the Court, concurrently with Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices.

57. The Settlement Administrator shall also be responsible for:

- a. Mailing the Notices directed by the Court;
- b. Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA Employee Payments, and the acceptance of any late or deficient disputes;
- c. Keeping track of timely and proper requests for exclusion;
- d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;
- e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of requests for exclusion received;
- f. Notifying Counsel for Defendants of the wiring instructions to fund the Settlement Amount as approved by the Court;
- g. Distributing and paying the Incentive Award, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Class Counsel;
- h. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- i. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Class Members.

REQUESTS FOR EXCLUSION

58. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The request need not be in any particular form and will be considered a valid request for exclusion so long as it communicates a clear desire by the Settlement Class Member not to be included in the Settlement and/or Settlement Class, and identifies his/her/their full name and date of birth, and current address along with his/her/their signature. No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Class Members are responsible to maintain a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

59. Any Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by the Class Released Claims and shall not be entitled to any portion of the Net Settlement Amount.

60. If more than 10% of Settlement Class Members timely opt out of the class settlement. Defendants shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fourteen (14) calendar days after receiving from the Settlement Administrator the final list of opt-outs. Defendants agree to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendants elect to rescind/void the Settlement Agreement, Defendants shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. In the event Defendants rescind the settlement, it shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

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OBJECTIONS TO THE SETTLEMENT

61. Each Class Member shall have forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark a written objection, , for return to the Settlement Administrator. Any Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely written request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall: (1) submit a written objection with the Settlement Administrator containing: (a) the full name and current address of the Objecting Class Member and (b) the specific reason(s) for the objection; and (2) also provide any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) to be considered by the Court. The Settlement Administrator shall provide copies of any all written objections from Objecting Class Members to the Parties, who in turn will submit the same to the Court. An Objecting Class Member may also appear in-person at the Final Approval Hearing and orally raise an objection to the class action settlement. Class Members shall have no right to object to the PAGA release or PAGA Payment.

62. Any Class Member who fails to timely submit an objection, as described herein, shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

63. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

64. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement.

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1 **RELEASE OF CLAIMS BY CLASS REPRESENTATIVE, SETTLEMENT CLASS**

2 **MEMBERS, AND PAGA EMPLOYEES**

3 65. The “Released Class Claims”. Upon the funding of the Gross Settlement Amount
4 in accordance with Paragraph 44, Plaintiff and the Class Members hereby do and shall be deemed
5 to have fully, finally, and forever released, settled, compromised, relinquished and discharged all
6 claims pled in the Operative Complaint and which could have been alleged under state or federal
7 law under the same or similar facts, allegations and/or claims pled in the Action, against the
8 Released Parties (as defined above), for work performed during the Class Period, including the
9 following:

- 10 a. The claims that will be set forth in the Operative Complaint, specifically: (1) failure
11 to pay and/or accurately calculate overtime wages (Violations of Labor Code §§
12 218.5, 510, 1194, 1194.2 and 1199; Code of Civil Procedure § 1021.5; Civil Code
13 § 3287; and the applicable Wage Order); (2) failure to pay minimum wages
14 (Violations of Labor Code §§ 218.5, 1194, 1194.2, 1197, and 1197.1 and the
15 applicable Wage Order); (3) failure to provide rest periods or pay premiums in lieu
16 thereof at the regular rate (Violation of Labor Code § 226.7, Code of Civil Procedure
17 § 1021.5; and the applicable Wage Order); (4) failure to provide meal periods or pay
18 premiums in lieu thereof at the regular rate (Violation of Labor Code §§ 512, 226.7,
19 Code of Civil Procedure § 1021.5; Civil Code § 3287; and the applicable Wage
20 Order); (5) failure to timely pay wages during employment and upon termination of
21 employment (Violation of Labor Code §§ 201, 202, 203, 204, 218, 218.5 and 218.6;
22 Civil Code § 3287); (6) failure to furnish timely and accurate wage statements, and
23 keep payroll records (Violation of Labor Code §§ 226 and 1174); (7) failure to
24 reimburse for business expenses (Violation of Labor Code § 2802); (8) failure to
25 remit all gratuities to employees (Violation of Labor Code § 351); and (9) violation
26 of California’s Unfair Competition Law based upon the alleged Labor Code
27 violations (Violation of Business & Professions Code § 17200 et seq.).

- 1 b. Any claims for injunctive relief, declaratory relief, restitution, alleged or which
2 could have been alleged under the facts, allegations and/or claims pleaded in the
3 complaints filed as part of the Action;
- 4 c. Any and all other claims under California common law, the federal law, and the
5 California Business and Professions Code alleged in or that could have been alleged
6 under the same or similar facts, allegations and/or claims pleaded in the Operative
7 Complaint and based on the alleged Labor Code violations.
- 8 d. The claims set forth in subparagraphs (a)-(c) hereinabove shall be collectively
9 referred to as the "Released Class Claims."

10 66. Release of PAGA Claims. Upon the funding of the Gross Settlement Amount in
11 accordance with Paragraph 44, the State of California, Plaintiff and PAGA Employees hereby do
12 and shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished
13 and discharged any and all of the Released Parties of and from the claims for civil penalties that
14 could have been sought by the Labor Commissioner for the violations of the California Private
15 Attorneys General Act of 2004 (Labor Code § 2698, et. seq.) identified in the PAGA Letter and
16 those based solely upon the facts alleged in the PAGA Letter during the PAGA Period (referred to
17 as the "Release of PAGA Claims"). The PAGA Employees will be issued a check for their share
18 of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA
19 Payment and Release of PAGA Claims set forth in this Paragraph. The PAGA Employees are
20 bound by the Release of PAGA Claims regardless of whether they cash or deposit their PAGA
21 Employee Payment or opt out of being a Settlement Class Member in accordance with Paragraph
22 58.

23 67. Release of Claims by Class Representative. Upon the funding of Gross Settlement
24 Amount in accordance with Paragraph 44, and as a condition of receiving any portion of his
25 Incentive Award, the Class Representative, for himself only, agrees to the additional following
26 General Release: in consideration of Defendants' promises and agreements as set forth herein, the
27 Class Representative hereby fully releases the Released Parties from any and all Class Released
28 Claims and also generally releases and discharges the Released Parties from any and all any claims

1 for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options,
2 violation of any personnel policy, any and all claims arising from his employment or as a result of
3 his termination from employment including claims based on discrimination, harassment, unlawful
4 retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any
5 common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any
6 theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal
7 restriction on any Defendants' right to terminate the employment relationship, or any federal, state,
8 or other governmental statute, executive order, regulation or ordinance, or common law, or any
9 other basis whatsoever, to the fullest extent provided by law. Class Representative shall be deemed
10 to have, and by operation of the Final Order and Judgment shall have, expressly waived and
11 relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section
12 1542 of the California Civil Code, or any other similar provision under federal or state law that
13 purports to limit the scope of a general release. Class Representative, for himself, has read Section
14 1542 of the Civil Code of the State of California, which provides as follows:

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

19 The Class Representative understands that Section 1542 gives the right not to release existing
20 claims of which he is not now aware, unless the Class Representative voluntarily chooses to waive
21 this right. Having been so apprised, the Class Representative nevertheless voluntarily waives the
22 rights described in Section 1542, and elect to assume all risks for claims that now exist in his favor,
23 known or unknown. The release of the claims of the Class Representative as set forth in this
24 Paragraph is a condition precedent to enforcement of this Stipulation of Settlement.

25 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

26 68. The Parties have agreed that Plaintiff will seek leave to file the Operative Complaint,
27 which the Parties have stipulated to file in advance or as a condition of this Settlement.

28 69. The Parties have agreed that Plaintiff will also submit an Amended PAGA Letter.

1 70. For settlement purposes only, the Parties agree that the Class Members as defined
2 in Paragraph 4 herein, and which will run through November 21, 2022. The Parties are not
3 certifying any PAGA claims. In support of this Agreement, Plaintiff will request that the Court
4 certify for settlement purposes the Class as to all non-PAGA claims that have been asserted, which
5 Defendants shall not oppose or object to.

6 71. For settlement purposes only, the Parties agree that the PAGA Period shall run from
7 the period defined in Paragraph 24 herein and set forth in Paragraph 75 below.

8 72. Class Counsel shall promptly submit this Stipulation of Settlement to the Court in
9 support of Plaintiff's Motion for Preliminary Approval and for determination by the Court as to
10 whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
11 execution of this Stipulation of Settlement, Class Counsel shall apply to the Court for the entry of
12 an order substantially in the following form:

- 13 a. Scheduling of the Final Approval Hearing on the question of whether the proposed
14 Settlement, including payment of attorneys' fees and costs and the Incentive Award
15 should be finally approved as fair, reasonable and adequate as to the Settlement
16 Class Members and for approval of the PAGA Settlement;
- 17 b. Certifying the Settlement Class;
- 18 c. Approving the Notice attached hereto as **Exhibit A**;
- 19 d. Directing the mailing of the Notice by first class mail to the Class Members and
20 PAGA Employees; and
- 21 e. Preliminarily approving the Settlement subject only to the objections of the Class
22 Members and final review by the Court.

23 73. The Parties will work cooperatively to mutually agree upon the form and content of
24 the Notice, as well as the Proposed Order Granting Preliminary Approval.

25 74. The Class Representative and Class Counsel will not make any public disclosure of
26 the Settlement until after the filing of the motion for preliminary approval of the Settlement. The
27 Class Representative and each Class Counsel represent that they have not made any such disclosure.
28 The Class Representative and Class Counsel shall not encourage any Class Members to opt-out.

1 Class Counsel will take all steps necessary to ensure that the Class Representative is aware of, and
2 will encourage him to adhere to, the restriction against any public disclosure of the Settlement until
3 after the Settlement is preliminarily approved by the Court. Thereafter, Class Counsel and the Class
4 Representative agree not to publicize the terms of this Settlement with the media, including but not
5 limited to, any newspaper, journal, magazine, website and/or online reporter of settlements, or
6 publicize the terms of this Settlement on any website.

7 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

8 75. Following final approval by the Court of the Settlement provided for in this
9 Stipulation of Settlement, Class Counsel shall submit a proposed Final Order and Judgment in
10 approximately the following form: Approving the Settlement, adjudging the terms thereof to be
11 fair, reasonable and adequate, and directing consummation of its terms and provisions including
12 the approval of Class Counsel's application for an award of attorneys' fees and costs and the
13 Incentive Award to the Class Representative. The Parties will work cooperatively to mutually agree
14 upon the form and content of the Proposed Order Granting Final Approval of the Class Settlement
15 and Approval of the PAGA Settlement and Judgment.

16 **ESCALATOR CLAUSE**

17 76. Defendants have represented that the calculated number of workweeks from June
18 7, 2018 through and until November 21, 2022 does not exceed 34,461 workweeks. Any finding
19 of workweeks during the time frame from June 7, 2018 through November 21, 2022 that exceeds
20 the workweek count by more than 7% (36,873) at the option of Defendants, Defendants shall
21 either increase the Gross Settlement Amount or elect to truncate the Settlement Class Period to
22 coincide with date where the Settlement Class Period does not exceed 36,873. In the event
23 Defendants elect to increase the Gross Settlement Amount on account of the workweeks
24 exceeding 36,873 during the Settlement Class Period, the Gross Settlement Amount will be
25 increased by determining the workweek value calculated based on 36,873 workweeks and then
26 multiplied by the additional number of workweeks. For example, if the total number of
27 workweeks by the end of the Class Period is 36,974 and the workweek value is \$15 per workweek,
28 Defendants would have to increase the Gross Settlement Amount by \$1,515 (36,974 - 36,873 =

24.

1 101 x \$15).

2 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

3 77. Subject to the obligations of mutual full cooperation set forth herein, either Plaintiff
4 or Defendants may terminate this Settlement if after submitting the settlement for approval to the
5 Court, the Court declines to enter the preliminary approval order, the final approval order, or
6 judgment in substantially the form submitted by the Parties, or if the Stipulation of Settlement as
7 agreed does not become final because of appellate court action. The terminating Party shall give to
8 the other Party (through counsel) written notice of its decision to terminate no later than fifteen (15)
9 calendar days after receiving notice that one of the enumerated events has occurred. Termination
10 shall have the following effects:

- 11 (a) The Stipulation of Settlement shall be terminated and shall have no force or effect,
12 and no Party shall be bound by any of its terms.
- 13 (b) In the event the Settlement Agreement is terminated, Defendants shall have no
14 obligation to make any payments to any party, Settlement Class Member, PAGA
15 Employee or Class Counsel. If there are fees incurred by the Settlement
16 Administrator and the Settlement is terminated by Defendants, Defendants shall
17 solely be responsible for any costs and fees incurred by the Settlement
18 Administrator.
- 19 (c) The preliminary approval order, final approval order and judgment shall be vacated.
- 20 (d) The Stipulation of Settlement and all negotiations, statements and proceedings
21 relating thereto shall be without prejudice to the rights of any of the Parties, all of
22 whom shall be restored to their respective positions prior to the Settlement.
- 23 (e) Except as otherwise discoverable, neither this Stipulation of Settlement nor any
24 ancillary documents, actions, statements or filings in furtherance of settlement
25 (including all matters associated with the mediation) shall be admissible or offered
26 into evidence in the Action or any other action for any purpose whatsoever.

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1 **PARTIES' AUTHORITY**

2 78. The signatories hereto hereby represent that they are fully authorized to enter into
3 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

4 **MUTUAL FULL COOPERATION**

5 79. The Parties agree to fully cooperate with each other to accomplish the terms of this
6 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of
7 such action as reasonably may be necessary to implement the terms of this Stipulation of
8 Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all
9 efforts contemplated by this Stipulation of Settlement and any other efforts that may become
10 necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the
11 terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement,
12 Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation
13 of Settlement.

14 80. The Parties and their respective counsel agree that they will not attempt to encourage
15 or discourage Class Members from filing requests for exclusion.

16 **NO PRIOR ASSIGNMENTS**

17 81. The Parties and their respective counsel represent, covenant and warrant that they
18 have not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer
19 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
20 action or right herein released and discharged except as set forth herein.

21 **NO ADMISSION**

22 82. Nothing contained herein, nor the consummation of this Stipulation of Settlement,
23 is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on
24 the part of Defendants or the Released Parties. Each of the Parties hereto has entered into this
25 Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the
26 attendant inconvenience and expenses.

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1 William A. Cosmopulos
2 Jennifer W. Maguire
3 LITTLER MENDELSON, P.C.
4 333 Bush Street, 34th Floor
5 San Francisco, CA 94104
6 Telephone: 415.433.1940
7 Fax No.: 415.294.9099
8 bcosmopulos@littler.com
9 jmaguire@littler.com
10

11 **CONSTRUCTION**

12 85. The Parties hereto agree that the terms and conditions of this Stipulation of
13 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and
14 this Stipulation of Settlement shall not be construed in favor of or against any party by reason of
15 the extent to which any Party or their counsel participated in the drafting of this Stipulation of
16 Settlement.
17

18 **CAPTIONS AND INTERPRETATIONS**

19 86. Paragraph titles or captions contained herein are inserted as a matter of convenience
20 and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of
21 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not
22 merely a recital.

23 **MODIFICATION**

24 87. This Stipulation of Settlement may not be changed, altered or modified, except in
25 writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement
26 may not be discharged except by performance in accordance with its terms or by a writing signed
27 by the Parties hereto.

28 **INTEGRATION CLAUSE**

88. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated
herein by reference, contain the entire agreement between the Parties relating to the settlement and
transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,
representations and statements, whether oral or written and whether by a Party or such Party's legal
counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

89. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

COUNTERPARTS

90. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

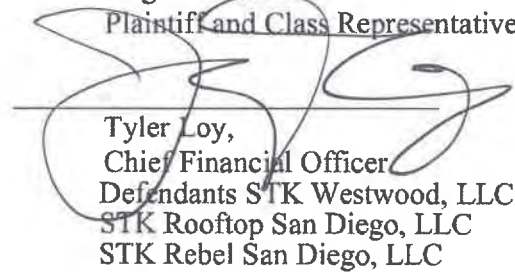
IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Plaintiff and Defendants as of the date(s) set forth below:

Dated: 10/26, 2023



Jorge Vicente
Plaintiff and Class Representative

Dated: 11/9, 2023



Tyler Loy,
Chief Financial Officer
Defendants STK Westwood, LLC
STK Rooftop San Diego, LLC
STK Rebel San Diego, LLC

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APPROVED AS TO FORM AND CONTENT:

DATED: 10/26, 2023

THE NOURMAND LAW FIRM, APC

BY:


Michael Nourmand, Esq.
James A. De Sario, Esq.

Attorneys for Plaintiff

DATED: Nov. 9, 2023

LITTLER MENDELSON, P.C.

BY:


Luis E. Lorenzana, Esq.
William A. Cosmopulos, Esq.
Jennifer W. Maguire, Esq.
Attorneys for Defendants

The filing party has obtained the authorization and approval of all signatories.