

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff David Balsie and Plaintiff Jennifer Sommer (together, the “Plaintiffs”), for themselves and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) PAGA Settlement Members, on the one hand, and Defendants GMRI, Inc. and Darden Restaurants, Inc. (“Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

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

I. DEFINITIONS

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

- (a) “Action” means the civil action, JENNIFER SOMMER and DAVID BALSIE, individually and on behalf of all others similarly situated, and on behalf of the general public, Plaintiffs, v. DARDEN RESTAURANTS, INC., a Florida corporation; GMRI, INC., a Florida corporation; and DOES 1 through 20, inclusive, Defendants, pending in the Superior Court of California in and for the County of Orange, Case No. 30-2014-00720139-CU-OE-CXC.
- (b) “Agreement” means this Settlement Agreement.
- (c) “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- (d) “Complaint” means the operative Third Amended Complaint, which was filed on or about December 2, 2016, for Violation of The California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.).
- (e) “Court” means the Superior Court for the State of California, County of Orange.
- (f) “Defendants” means the Defendants in this Action, GMRI, Inc. and Darden Restaurants, Inc.
- (g) “Defense Counsel” or “Counsel for Defendants” means:

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- (h) “PAGA Settlement Members” means non-exempt hourly paid servers employed by Defendants at The Capital Grille, Olive Garden, Seasons 52, Eddie V’s, Yard House, and Red Lobster restaurants in California who, in the same pay period were paid overtime and received a Large Party Gratuity, in at least one pay period from April 29, 2013 to January 31, 2014.
- (i) “Large Party Gratuity” includes private dining contracts and any other instance where the “auto-gratuity” function was used on Defendants’ POS system.
- (j) “PAGA Settlement Member Payment” means the portion of the Settlement Sum that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.
- (k) “Effective Date” means the date by which all of the following have occurred:
 - (1) The Court has approved the Settlement;
 - (2) The Court has entered the Final Order; and,
 - (3) If the State of California, acting through the LWDA or any other administrative agency or official, or any third party objects or intervenes, but no appeal is filed, the applicable time for appeal; or, in the event any appeal is filed, the date the appeal is disposed in the Parties’ favor and is no longer subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for review, or otherwise. Should any appeal not result in approval of the Parties’ Settlement as

described herein, the Settlement shall be void ab initio and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of February 12, 2019.

- (l) “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- (m) “LWDA” means the State of California Labor and Workforce Development Agency.
- (n) “Named Plaintiffs” or “Plaintiffs” mean David Balsie and Jennifer Sommer.
- (o) “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 et seq.
- (p) “PAGA Claims” means claims for civil penalties alleged in the Third Amended Complaint, or that reasonably could have been alleged based on the facts in the Third Amended Complaint from alleged violations of the following Labor Code provisions: 201-203, 226, 226.3, 510, 1194 and 1198.
- (q) “Plaintiffs’ Counsel” means:

AEGIS LAW FIRM, PC

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- (r) “Released Parties” means Defendants GMRI, Inc. and Darden Restaurants, Inc., and their past, present, and future parents, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and

each of their past, present and future officers, investors, directors, executives, trustees, agents, employees, attorneys, representatives, and any other persons or entities acting on behalf of or in concert with any of the foregoing.

- (s) “Settlement Sum” means the total gross settlement amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.
- (t) “Plaintiff Balsie’s Settlement Payment” means the Five Thousand Dollars and Zero Cents \$5,000.00 Defendants have agreed to pay Plaintiff Balsie in exchange for a general release of claims as described below in Section IV of this Agreement. The Settlement Payment to Plaintiff Balsie will be deducted from the Settlement Sum.
- (u) “Plaintiff Sommer’s Settlement Payment” means Two Thousand Dollars and Zero Cents \$2,000.00 Defendants have agreed to pay Plaintiff Sommer in exchange for a general release of claims as described below in Section IV of this Agreement. The Settlement Payment to Plaintiff Sommer will be deducted from the Settlement Sum.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

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

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. See Cal. Lab. Code § 2699(l)(2). This Agreement is expressly contingent upon the Court’s approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiffs and Defendant, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement has been received by the party seeking to void the Settlement.

Plaintiffs will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court’s concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court’s concerns.

Plaintiffs shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Final Order, in compliance with section 2699(l)(3) of the California Labor Code.

C. Settlement Sum Payment Procedures

(a) Settlement Sum

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Settlement Sum, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement. The Settlement Sum shall be allocated as follows:

- (1) Attorneys' Fees and Costs: Plaintiffs' Counsel may apply to the Court for up to one-third of the total Settlement Sum ("Fee Amount") as attorneys' fees and will request up to \$20,000.00 in actual costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on the Defendants to increase the consideration paid in connection with the Settlement. Plaintiffs' Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not.
- (2) Settlement Administration Fees: All Settlement Administration expenses shall be paid from the Settlement Sum and shall not exceed Nineteen Thousand Dollars (\$19,000.00). Settlement Administration expenses paid to an outside Settlement Administration service must come out of the Settlement Sum. The Parties agree to retain Rust Consulting, Inc. ("Settlement Administrator") to serve as the Settlement Administrator in this matter. If the Settlement Administration Fees are less than the estimated amount of \$19,000, the remainder will be distributed amongst the PAGA Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(5).
- (3) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Fee Amount, Actual Costs and Settlement Administration Fees from the \$500,000.00 Settlement Sum (this will yield the "Net Settlement Amount"). Thereafter, of the remaining Net Settlement Amount, for each PAGA Settlement Member, seventy-five percent (75%) of his or her allocated share of the Net Settlement Amount shall be distributed to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members ("PAGA Settlement Member Payment").

The "PAGA Settlement Member Payment" for each PAGA Settlement Member shall be determined based on a formula taking into account the number of each PAGA Settlement Member's "Qualifying Pay Periods." A "Qualifying Pay

Period” shall be defined as any pay period in which a PAGA Settlement Member was paid overtime by Defendants between April 29, 2013 and January 31, 2014, as determined by Defendants.

The amount paid to each PAGA Settlement Member will be determined as follows: The Net Settlement Amount will be divided by the total number of Qualifying Pay Periods for all PAGA Settlement Members during the relevant time period (is April 29, 2013 up through and including January 31, 2014) (“Qualifying Pay Period Amount”). Each PAGA Settlement Member will then be paid an amount equal to the Qualifying Pay Period Amount multiplied by that PAGA Settlement Member’s total number of Qualifying Pay Periods.

(b) Funding and Distribution Process

Within thirty (30) days after the Effective Date, Defendants will transmit to the Settlement Administrator the Settlement Sum.

Within thirty (30) days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of the names, employee IDs, and addresses of the PAGA Settlement Members. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator’s duties as specified in this Settlement.

Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator will disburse PAGA Settlement Member Payments to each PAGA Settlement Member to the last known physical address on file with Defendants in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA Settlement Member. PAGA Settlement Members who receive their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA Settlement Member Payment explaining the reason for the payment, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be sent to the California State Controller’s Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Member.

Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator shall send a check to the LWDA as and for the LWDA Payment, in the amount calculated pursuant to the terms of this Settlement.

Within ten (10) business days of receipt of the Settlement Sum, the Settlement Administrator will disburse from the Settlement Sum an amount sufficient to pay the Attorneys’ Fees and Costs described in II(C)(a), in the form of: (1) a check or wire for the Fee Amount made payable to “Aegis Law Firm, PC” delivered to Plaintiffs’ Counsel; and (2) a check for the Settlement Payment to Plaintiffs, made payable in their names, delivered to Plaintiffs’ Counsel.

(c) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Settlement Sum. Defendants shall not be required to pay more than the Settlement Sum to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal all of Plaintiffs' claims with prejudice in their entirety) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

(d) Tax Indemnity

The Settlement Payments to Plaintiffs constitute payments for non-wages, shall be reported on IRS Form 1099, and shall not be subject to local, state or federal tax withholdings by Defendants. The PAGA Settlement Member Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiffs and each PAGA Settlement Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any PAGA Settlement Member should any taxing authority challenge the allocation of the Settlement Payments and/or PAGA Settlement Member Payments.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

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

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order

occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. No Press Release or Publicity Regarding The Terms of Settlement

Plaintiffs and Plaintiffs' Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Agreement. Plaintiffs and Plaintiffs' Counsel shall not publicize or refer to the fact or amount of the Settlement Sum, nor any amounts constituting a portion of the Settlement Sum, on their websites, social media, any other marketing materials, or legal publication. Plaintiffs and Plaintiffs' Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendants, or otherwise identify Defendants. Defendants shall be allowed to report the Settlement Sum or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

D. Nullification

If (a) the Court should for any reason fail to approve this Settlement consistent with the specific terms agreed to by the Parties and set forth herein, (b) the Court should for any reason fail to enter the Final Order, or (c) the Final Order is reversed, modified, or declared or rendered void, then this Agreement shall be deemed voidable and unenforceable as to Plaintiffs and Defendant, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement or a Final Order denying approval of the Settlement has been received by the party seeking to void the Settlement.

Where either party has exercised its option to void this Settlement, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the January 30, 2019 mediation in this Action, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. General Release By Named Plaintiffs

In consideration for the promises set forth in this Agreement, the named Plaintiffs David Balsie and Jennifer Sommer, do hereby – for themselves and for their heirs, representatives, attorneys, executors, administrators, successors, and assigns – release, acquit, and forever discharge Defendants and each and all of the Released Parties from any and all actions, cause of actions, obligations, costs, expenses, damages, penalties, losses, claims, liability, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or non-occurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiffs’ employment with Defendants, and claims which have been or could have been made in Plaintiffs’ original and amended complaints and this Action.

Plaintiffs and Defendants agree that this release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge or public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; claims for any penalties; claims of harassment, retaliation or discrimination based on race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status, age, or any other protected status under federal, state, or local law; claims under the California Labor, Government, Business and Professions, and Health and Safety Codes; claims based upon the California Constitution; FLSA claims, claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Competition Law, disputed claims under the California Wage Orders, the California Family Rights Act, the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefits Protection Act (“OWBPA”), Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended.

Excluded from this release are any claims for breach of this Settlement Agreement and any claims that cannot be waived by law, including but not limited to the right to file a charge with, or participate in an investigation conducted by, the Equal Employment Opportunity Commission (“EEOC”) and/or the Department of Fair Employment and Housing (“DFEH”). Plaintiffs waive, however, their right to any monetary recovery or other relief should any agency pursue claims on Plaintiffs’ behalf that arose on or before the date of this Settlement Agreement.

B. Claims Released By The LWDA, Plaintiffs, and All PAGA Settlement Members

Upon payment of the Settlement Sum, the LWDA, Plaintiffs, all PAGA Settlement Members, and the State of California shall be deemed to have fully, finally, and forever waived,

released, relinquished, and discharged Defendants and each and all of the Released Parties from any and all PAGA Claims as defined herein that arose or may be alleged to have arisen at any time from April 29, 2013 to January 31, 2014. Specifically, in exchange for the payments described above, Plaintiff David Balsie and Plaintiff Jennifer Sommer, on behalf of themselves, the State of California, and the PAGA Settlement Members, will release Defendants from liability for any and all claims for civil penalties based on alleged violations of Labor Code §§ 201, 202, 203, 226, 226.3, 510, 1194, and 1198.

C. Release of Unknown Claims By Plaintiffs.

For the purpose of implementing a full and complete release, Plaintiffs expressly acknowledge that the release they give in this Agreement is intended to include in its effect, without limitation, claims that they did not know or suspect to exist in their favor at the time of final execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under the Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of the settlement, Plaintiffs waive any right they may have under California Civil Code § 1542 (and other similar statutes and regulations), which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

D. No Additional Attorneys’ Fees or Costs

The Parties agree to bear its/their own attorneys’ fees and costs related to this Action except as specifically provided above with respect to the Fee Amount.

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(l)(2). Plaintiffs will serve a copy of the Settlement to the LWDA on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court’s Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

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

C. Amendments

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

D. Assignment

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

E. Governing Law

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

F. Entire Agreement

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

G. Waiver of Compliance

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

H. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

I. Meet and Confer Regarding Dispute(s)

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

J. Agreement Binding on Successors

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

K. Cooperation in Drafting

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

L. Fair Settlement

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

M. Headings

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

N. Continuing Jurisdiction

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

O. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

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

APPROVED AND ACCEPTED.

Dated: 4/23/2019, 2019



DAVID BALSIE, Plaintiff and PAGA Representative

Dated: _____, 2019

JENNIFER SOMMER, Plaintiff and PAGA Representative

Dated: _____, 2019

GMRI, Inc. and Darden Restaurants, Inc.

By _____
_____, its _____

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

Dated: _____, 2019

AEGIS LAW FIRM, PC

By _____
SAMUEL A WONG, Attorneys for Plaintiff

Dated: _____, 2019

SEYFARTH SHAW, LLP

By _____
GERALD L. MAATMAN, Attorneys for Defendants

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

APPROVED AND ACCEPTED.

Dated: _____, 2019

DAVID BALSIE, Plaintiff and PAGA Representative

Dated: 4/17/19, 2019



JENNIFER SOMMER, Plaintiff and PAGA Representative

Dated: _____, 2019

GMRI, Inc. and Darden Restaurants, Inc.

By _____

_____, its _____

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

Dated: _____, 2019

AEGIS LAW FIRM, PC

By _____
SAMUEL A WONG, Attorneys for Plaintiff

Dated: _____, 2019

SEYFARTH SHAW, LLP

By _____
GERALD L. MAATMAN, Attorneys for Defendants

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

APPROVED AND ACCEPTED.

Dated: _____, 2019

DAVID BALSIE, Plaintiff and PAGA Representative

Dated: _____, 2019

JENNIFER SOMMER, Plaintiff and PAGA Representative

Dated: April 26, 2019

GMRI, Inc. and Darden Restaurants, Inc.

By Adam Stoen
Dawn Stoen its Assistant Secretary

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

Dated: 4/29, 2019

AEGIS LAW FIRM, PC

By [Signature]
for SAMUEL A WONG, Attorneys for Plaintiff

Dated: 4/29/19, 2019

SEYFARTH SHAW, LLP

By Gerald L. Maatman
GERALD L. MAATMAN, Attorneys for Defendants