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5 Attorneys for Plaintiff,
AMREEN HUSSAIN, on behalf of herself and all
6 others similarly situated

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
10

11 AMREEN HUSSAIN, on behalf of herself and
all other similarly situated,

12 Plaintiffs,

13 v.

14 CAMERON MITCHELL RESTAURANTS,
15 LLC dba OCEAN PRIME, a Ohio limited
liability company; and DOES 1 through 100,
16 Inclusive

17 Defendants.
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CASE NO.: 22STCV29155

[Assigned for all purposes to the Hon.
Carolyn B. Kuhl - Dept. 12]

**JOINT STIPULATION FOR CLASS
ACTION SETTLEMENT**

1 TO THE COURT:

2 This Joint Stipulation for Class Action Settlement ("Settlement Agreement") is made
3 and entered into by and between Amreen Hussain ("Plaintiff"), individually and on behalf of all
4 others similarly situated, and Cameron Mitchell Restaurants, LLC dba Ocean Prime
5 ("Defendant") (collectively, the "Parties"), and is subject to the terms and conditions below,
6 and to the Court's approval. The Parties expressly acknowledge that this Settlement Agreement
7 is entered into solely for the purpose of compromising significantly disputed claims and that
8 nothing in this Settlement Agreement is an admission of liability or wrongdoing by Defendant.
9 If for any reason the Settlement Agreement is not approved, it will be of no force or effect, and
10 the Parties will be returned to their respective positions immediately prior to and as if they had
11 never executed this Settlement Agreement as more fully set forth below.

12 DEFINITIONS

13 The following definitions are applicable to this Settlement Agreement. Definitions
14 contained elsewhere in this Settlement Agreement will also be effective:

15 1. "Action" means *Amreen Hussain v. Cameron Mitchell Restaurants, LLC dba*
16 *Ocean Prime, et al.*, Los Angeles County Superior Court Case No. 22STCV29155.

17 2. "Class Counsel" means Michael Nourmand and James A. DeSario of The
18 Nourmand Law Firm, APC.

19 3. "Class Counsel Fees and Costs" means attorneys' fees, costs, and expenses
20 approved by the Court for Class Counsel's litigation and resolution of the Action, and all costs
21 incurred and to be incurred by Class Counsel in the Action, including, but not limited to, costs
22 associated with documenting the Settlement, providing any notices required as part of the
23 Settlement or Court order, securing the Court's approval of the Settlement, administering the
24 Settlement, and obtaining entry of the Judgment terminating the Action. Class Counsel will
25 request attorneys' fees of not to exceed thirty-five percent of the Gross Settlement Amount or
26 One Hundred Thirteen Thousand Seven Hundred and Fifty Dollars (\$113,750) and litigation
27 costs and expenses not to exceed Twenty-Five Thousand Dollars (\$25,000). Defendant has
28 agreed not to oppose Class Counsel's request for Class Counsel Fees and Costs.

1 4. “Class List” means a complete list of all Class Members that Defendant will
2 diligently and in good faith compile from their records and provide on a confidential basis to
3 the Settlement Administrator within seven (7) calendar days after the Court’s entry of an order
4 granting preliminary approval of this Settlement. The Class List will be formatted in Microsoft
5 Office Excel and Defendant will use its best efforts to include each Class Member’s full name;
6 most recent mailing address; last known telephone number if readily available; dates of
7 employment or number of workweeks worked during the Class Period; and Social Security
8 number.

9 5. “Class Member(s)” or “Settlement Class” means Plaintiff and all current and
10 former hourly non-exempt employees of Defendant within California at any time during the
11 Class Period.

12 6. “Class Period” means the period from September 7, 2018 through August 7,
13 2023.

14 7. “Class Representative Enhancement Payment” means the amount to be paid from
15 the Gross Settlement Amount to the named Plaintiff in exchange for executing a general release
16 and in recognition of her efforts in prosecuting the Action on behalf of Class Members.
17 Plaintiff will request and Defendant will not oppose Plaintiff’s application to the court for a
18 payment of Ten Thousand Dollars (\$10,000) for her willingness to serve as Class
19 Representative.

20 8. “Court” means the Los Angeles County Superior Court, or any other court taking
21 jurisdiction of the Action.

22 9. “Effective Date” refers to the 15th calendar day after the date by which the last
23 of the following has occurred: (a) all conditions of Settlement have been satisfied; (b) the Court
24 has entered and filed the Final Approval Order and Judgment; and (c) the time period for appeal
25 of the Judgment has been exhausted without any appeals having been filed, i.e., 60 days from
26 the date of the Final Approval Order and Judgment, and/or all such appeals have been
27 voluntarily or involuntarily dismissed, and/or the appropriate appellate court or courts have
28 entered a final judgment affirming the Final Approval Order and Judgment of the Court and the

1 final judgment of such appellate court or courts is no longer subject to any further appellate
2 challenge or procedure.

3 10. "Gross Settlement Amount" means the maximum settlement amount of Three
4 Hundred Twenty-Five Thousand Dollars (\$325,000) ("Gross Settlement Amount"), which has
5 been and/or will be paid by Defendant in full satisfaction of all claims arising from the Action.
6 The Gross Settlement Amount includes all Individual Settlement Payments to Participating
7 Class Members, the Class Representative Enhancement Payment, Settlement Administration
8 Expenses, Class Counsel Fees and Cost, and PAGA penalties in the amount of Ten Thousand
9 Dollars (\$10,000) of which 75% or Seven Thousand Five Hundred Dollars (\$7,500) will be
10 paid to the Labor Workforce Development Agency ("LWDA") and 25% or Two Thousand Five
11 Hundred Dollars (\$2,500) to PAGA Group Members. Defendant will pay the employer's share
12 of payroll taxes, as applicable, in addition to the Gross Settlement Amount.

13 11. "Individual Settlement Payment" means each Participating Class Member's and
14 PAGA Group Member's share of the Net Settlement Amount, to be distributed to Plaintiff,
15 PAGA Group Members and Class Members who do not request exclusion from the settlement.

16 12. "Net Settlement Amount" means the maximum amount available for distribution.
17 to the Class Members, after deduction of Class Counsel Fees and Costs, Class Representative
18 Enhancement Payment, Settlement Administration Expenses, and \$7,500 as PAGA penalties
19 from the Gross Settlement Amount.

20 13. "Notice of Objection" means a Class Member's valid and timely written
21 objection to the Settlement Agreement. For the objection to be valid, it must include: (i) the
22 objector's full name, signature, address, and telephone number; (ii) a written statement of all
23 grounds for the objection accompanied by any legal support for such objection; (iii) copies of
24 any papers, briefs, or other documents upon which the objection is based; and (iv) a list of all
25 persons who will be called to testify in support of the objection. Further, an objector may
26 appear at the Final Approval hearing, either in person or through counsel, at his or her expense.
27 The Parties will be permitted to respond in writing to such objections at least seven calendar
28 days prior to the Final Approval hearing or within the time period set by the Court.

1 14. “Notice” means the Notice of Class Action Settlement, substantially in the form
2 attached as Exhibit A.

3 15. “PAGA” means the California Private Attorneys General Act of 2004, which is
4 codified in California Labor Code §2698, et seq.

5 16. “PAGA Group Member(s)” means Plaintiff and all current and former hourly
6 non-exempt employees of Defendant within California at any time during the PAGA Period.

7 17. “PAGA Period” means the period from September 7, 2021 through August 7,
8 2023.

9 18. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
10 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties
11 have agreed that the PAGA Settlement Amount is Ten Thousand Dollars (\$10,000), subject to
12 Court approval. Of the PAGA Settlement Amount, 75% or Seven Thousand Five Hundred
13 Dollars (\$7,500) will be paid to the LWDA (“LWDA Payment”), and the remaining 25% of
14 Two Thousand Five Hundred Dollars (\$2,500) will be distributed to PAGA Group Members.

15 19. “Participating Class Members” means all Class Members who do not submit
16 valid Requests for Exclusion.

17 20. “Preliminary Approval” means the Court order granting preliminary approval of
18 the Settlement Agreement.

19 21. “Released PAGA Claims” means any and all claims for civil penalties under
20 PAGA based on the labor code violations alleged in the operative Complaint and Plaintiff’s
21 notice sent to the LWDA, including attorneys’ fees and costs related thereto, regardless of
22 whether PAGA Group Members opt out from the Settlement Agreement.

23 22. “Released Claims” means all *California* wage and hour claims, penalties,
24 interest, and causes of action, arising from or related to the claims pled in Plaintiff’s operative
25 First Amended Complaint (“Complaint”) or that could have been pled in the Complaint based
26 on the factual allegations pled in the Complaint. This includes but is not limited to: (1) failure
27 to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal
28 periods and pay premium pay; (4) failure to provide required rest periods and pay premium pay;

(5) failure to timely pay wages upon separation; (6) knowing and intentional failure to comply with itemized wage statement provisions; (7) claims brought under Business & Professions Code section 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendant's competitors and claims of unlawfully gaining an unfair advantage over other businesses based on the alleged Labor Code violations; (8) any and all claims arising out of alleged violations of the California Labor Code, including sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1 and California Industrial Welfare Commission Wage Order No. 5-2001; (9) penalties of any nature; (10) interest; (11) attorneys' fees and costs; and (12) any other claims arising out of or related to the First Amended Complaint filed in the Action through August 7, 2023. This release will cover all Class Members who do not opt out.

23. "Released Parties" means Defendant and Defendant's former, present and future parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or legal representatives.

24. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by mail or fax to the Settlement Administrator at the specified address or fax number indicated in the Notice; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

25. "Response Deadline" means the deadline by which Class Members must fax or postmark to the Settlement Administrator a valid Request for Exclusion, submit objections to the Settlement or dispute workweeks. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice by the Settlement Administrator. The Response

1 Deadline for Request for Exclusion, objection or dispute workweeks will be extended fifteen
2 (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement
3 Administrator in accordance with the notice procedure described herein. The Response
4 Deadline may also be extended by express agreement between Class Counsel and Defendant's
5 counsel.

6 26. "Settlement Administrator" means Simpluris, Inc. or any other third-party class
7 action settlement administrator agreed to by the Parties and approved by the Court for the
8 purposes of administering this Settlement. The Parties each represent that they do not have any
9 financial interest in the Settlement Administrator or otherwise have a relationship with the
10 Settlement Administrator that could create a conflict of interest.

11 27. "Settlement Administration Expenses" means the costs payable to the Settlement
12 Administrator for administering this Settlement, including, but not limited to, printing,
13 translating into Spanish, conducting a National Change of Address ("NCOA") search,
14 distributing (including with appropriate postage), and tracking documents for this Settlement in
15 English and Spanish, any searches to locate any Class Members, tax reporting, distributing the
16 Individual Settlement Payments, Class Representative Enhancement Payment, Class Counsel
17 Fees and Costs, and providing necessary certification of completion of notice, reports and
18 declarations, establishing and administering a qualified settlement fund account and other
19 responsibilities set forth in this Settlement Agreement and as requested by the Parties. The
20 Settlement Administration Expenses are currently estimated to be not more than Nine Thousand
21 Dollars (\$9,000).

22 TERMS OF AGREEMENT

23 Plaintiff, on behalf of herself and the Settlement Class, and Defendant agree as follows:

24 28. Impact of Any Court Determination Not to Enter Final Approval Order. In the
25 event that the Court does not enter a Final Approval Order and this Settlement Agreement does
26 not become effective, the following will occur:

- 1 a. on the date final approval is denied, the status of the Action will be
2 deemed to return to its status at the time immediately prior to and as if the
3 Parties had never executed this Settlement Agreement; and
4 b. Defendant will pay the Settlement Administrator for any costs incurred by
5 the Settlement Administrator.

6 29. Settlement Funding. Within seven (7) calendar days of the Effective Date,
7 Defendant will deposit the Gross Settlement Amount and employer's share of payroll taxes with
8 the Settlement Administrator who will deposit the funds into an interest-bearing trust account
9 referred to as the Qualified Settlement Fund account from which the Settlement Administrator
10 will have authority to distribute money in accordance with the terms of this Settlement
11 Agreement. The employer's share of the payroll taxes, which shall be paid in addition to the
12 Gross Settlement Amount, with the assistance of the Settlement Administrator to calculate the
13 appropriate amount of the employer's share of the payroll taxes to funded by Defendant.

14 30. Class Counsel Fees and Costs. Defendant agrees not to oppose or impede any
15 application or motion by Class Counsel for Class Counsel Fees in the amount of up to One
16 Hundred Thirteen Thousand Seven Hundred and Fifty Dollars (\$113,750), plus the
17 reimbursement of the actual costs and expenses associated with Class Counsel's litigation and
18 settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000). In
19 consideration of their awarded attorneys' fees and costs and expenses, Plaintiff and Class
20 Counsel waive any and all claims to any further attorneys' fees and expenses in connection with
21 the Action. The Court's approval of an attorneys' fees or costs award is not a material term of
22 the Settlement or this Agreement. If the Court does not approve or approves only a lesser
23 amount than that requested by Class Counsel for attorneys' fees or costs, the other terms of the
24 Settlement and this Agreement shall still apply. The Court's refusal to approve the attorneys'
25 fees or costs award requested by Class Counsel does not give the Class Representative, the
26 Class Members, or Class Counsel any basis to abrogate the Settlement or this Agreement. Any
27 amount of an attorneys' fees and costs award requested by Class Counsel but unapproved by the
28 Court shall be allocated to the Net Settlement Amount.

1 31. Class Representative Enhancement Payment. In exchange for named Plaintiff's
2 executing a general release, and in recognition of her efforts in prosecuting the Action on behalf
3 of Class Members, Defendant agrees not to oppose or impede any application or motion for a
4 Class Representative Enhancement Payment of up to Ten Thousand Dollars (\$10,000). The
5 Class Representative Enhancement Payment, which will be paid from the Gross Settlement
6 Amount, will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the
7 Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes,
8 penalties and interest on the payment made pursuant to this paragraph and will hold Defendant
9 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the
10 payment. The Court's approval of the Class Representative Enhancement Payment is not a
11 material term of the Settlement or this Agreement. If the Court does not approve or approves
12 only a lesser amount than that requested by Class Counsel for the Class Representative
13 Enhancement Payment, the other terms of the Settlement and this Agreement shall apply. The
14 Court's refusal to approve the Class Representative Enhancement Payment requested by Class
15 Counsel does not give either the Class Representative or Class Counsel any basis to abrogate
16 the Settlement or this Agreement. Any amount of a Class Representative Enhancement
17 Payment requested by Class Counsel but unapproved by the Court shall be allocated to the Net
18 Settlement Amount.

19 32. Settlement Administration Expenses. The Settlement Administrator will be paid
20 for the reasonable fees and costs of administration of the Settlement, which are estimated not to
21 exceed Nine Thousand Dollars (\$9,000). These will include, *inter alia*, fees and costs payable
22 to the Settlement Administrator for printing, translating into Spanish, distributing (including
23 with appropriate postage), and tracking documents for this Settlement in English and Spanish,
24 any searches to locate any Class Members, calculating estimated amounts per Class Member,
25 tax reporting, distributing the Individual Settlement Payments, Class Representative
26 Enhancement Payment, Class Counsel Fees and Costs, payment to LWDA for PAGA penalties,
27 and providing necessary certification of completion of notice, reports and declarations,
28 establishing and administering a Qualified Settlement Fund account, required tax reporting on

the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, calculating the employer's share of payroll taxes on the wage portion of the Individual Settlement Payments and coordinating related reporting, and other responsibilities as requested by the Parties. The Settlement Administration Expenses will be paid from the Gross Settlement Amount.

33. Net Settlement Amount. The Net Settlement Amount will be used to satisfy Individual Settlement Payments to Participating Class Members from the Settlement Class and PAGA Group Members in accordance with the terms of this Agreement.

34. Individual Settlement Payment Calculations. Defendant will provide the Settlement Administrator either with the total number of workweeks or dates of employment for each Class Member during the Class Period and total number of workweeks or dates of employment for each PAGA Group Member during the PAGA Period. The Settlement Administrator will divide the Net Settlement Amount, less \$2,500 (or the Court approved amount from the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members), by the total number of workweeks ("Work Week Rate Amount") and then multiply this amount by each Class Member's total number of workweeks to yield that employee's Net Settlement Payment. In the event a Class Member submits a timely Request for Exclusion from the settlement, his/her share of the settlement will be added to the Net Settlement Amount.

NET
SETTLEMENT
AMOUNT X

Participating
Class Member's
Workweeks

Total number of
Workweeks for
all Class
Members

In addition, each Class Member who is a PAGA Group Member will be paid a pro-rata share of the \$2,500 allocated for PAGA penalties to PAGA Group Members, as calculated by the Settlement Administrator, with a formula similar to payments to Participating Class Members.

\$2,500 for PAGA Penalties to PAGA Group Members	X	Individual PAGA Group Member's Workweeks during PAGA Period
<u>Total number of Workweeks for all PAGA Group Members during PAGA Period</u>		

The Individual Settlement Payment for any Participating Class Member who is also a PAGA Group Member shall include the Participating Class Member's share of the PAGA Settlement Amount allocated for PAGA penalties to PAGA Group Members.

Class Members who are PAGA Group Members will not be permitted to exclude themselves from the PAGA claim portion of the Settlement. PAGA penalty settlement payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Group Members including to those Class Members who are PAGA Group Members who submitted a request for exclusion.

35. No Credit Toward Benefit Plans. All Settlement Awards to Class Members shall be deemed to be income to such Class Members solely in the year in which such awards actually are received by the Class Members. It is expressly understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company bonus, paid time off (including vacation and sick leave), or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. None of the payments made pursuant to the Settlement and this Agreement shall be considered for purposes of determining eligibility for, vesting or participation in, or contributions to any benefit plan, including, without limitation, all plans subject to the Employee Retirement and Income Security Act of 1974 ("ERISA"). Any distribution of payments to Plaintiff or Class Members shall not be considered as a payment of wages or compensation under the terms of any applicable benefit plan and shall not affect participation in, eligibility for, vesting in, the amount of any past or future contribution to, or level of benefits under any applicable benefit plan. Any amounts paid

1 will not impact or modify any previously credited hours of service or compensation taken into
2 account under any bonus or incentive plan, benefit plan sponsored or contributed to by
3 Defendants or any jointly-trusted benefit plan, or for purposes of calculating the regular rate of
4 pay. For purposes of this Agreement, "benefit plan" means each and every "employee benefit
5 plan," as defined in 29 U.S.C. Section 1002(3), and, even if not thereby included, any 401(k)
6 plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing,
7 retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred
8 compensation, or any other similar benefit plan, practice, program, or policy.

9 36. Settlement Administration Process. The Parties agree to cooperate in the
10 administration of the settlement and to make all reasonable efforts to control and minimize the
11 costs and expenses incurred in administration of the Settlement.

12 37. Delivery of the Class List. Within seven (7) calendar days of Preliminary
13 Approval, Defendant will provide the Class List to the Settlement Administrator. The contact
14 information is being provided confidentially, and the Settlement Administrator shall treat the
15 information as private and confidential and take all necessary precautions to maintain the
16 confidentiality of contact information of the Class Member. This information is to be used only
17 to carry out the Settlement Administrator's duties as specified in this Settlement Agreement.
18 The Settlement Administrator shall return the class data to Defendant or confirm its destruction
19 upon completion of the Settlement Administrator's duties in administering the Settlement.

20 38. Notice by First-Class U.S. Mail. Within seven (7) calendar days after receiving
21 the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class
22 Members via regular First-Class U.S. Mail.

23 39. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
24 Settlement Administrator will perform a search based on the National Change of Address
25 Database for information to update and correct for any known or identifiable address changes.
26 Any Notice returned to the Settlement Administrator as non-deliverable on or before the
27 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
28 address, and the Settlement Administrator will indicate the date of such re-mailing on the

1 Notice. If no forwarding address is provided, the Settlement Administrator will promptly
2 attempt to determine the correct address using a skip-trace, or other search using the name,
3 address and/or Social Security number of the Class Member involved and will then perform a
4 single re-mailing. Those Class Members who receive a re-mailed Notice will have between the
5 latter of (i) an additional fifteen calendar (15) days or (ii) the Response Deadline to fax or
6 postmark a Request for Exclusion, submit an objection to the Settlement or dispute workweeks.

7 40. Notice. All Class Members will be mailed the Notice. The Notice will provide:
8 (1) information regarding the nature of the Action, (2) a summary of the Settlement's principal
9 terms, (3) the Settlement Class definition, (4) each Class Member's number of workweeks
10 worked during the Class Period, (5) each Class Member's estimated Individual Settlement
11 Payment; (6) the dates which comprise the Class Period, (7) instructions on how to submit valid
12 Requests for Exclusion, objections or dispute workweeks, (8) the deadlines by which the Class
13 Member must fax or postmark Request for Exclusions, submit objections to the Settlement or
14 dispute workweeks, and (9) the claims to be released, as set forth in this Settlement Agreement.
15 Any mailing returned to the Settlement Administrator as undeliverable shall be sent within 3
16 business days via First Class U.S. Mail to the forwarding address affixed thereto. If no
17 forwarding address is provided, the Settlement Administrator shall attempt to determine the
18 correct address by again using the National Change of Address Database maintained by the
19 United States Postal Service and/or use on-line service, such as Accurant, to update and correct
20 any known or identifiable address changes. Following this procedure, the Settlement
21 Administrator shall perform a single re-mailing via First Class U.S. Mail within 3 business
22 days.

23 41. Request for Exclusion Procedures. Any Class Member wishing to opt out from
24 the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the
25 Settlement Administrator within the Response Deadline. The date of the fax or postmark on the
26 return mailing envelope will be the exclusive means to determine whether a Request for
27 Exclusion has been timely submitted. The Parties to this Agreement and their counsel agree that
28 they will not solicit or encourage Class Members to opt-out or object to this Settlement

1 Agreement. If the Court approves the compromise of the PAGA claim, all PAGA Group
2 Members are bound by the Court's resolution of that claim. Class Members who are also
3 PAGA Group Members submitting a request for exclusion will nevertheless receive their pro-
4 rata share of the 25% of the PAGA Settlement Amount allocated for PAGA penalties to PAGA
5 Group Members. Defendant has the right, at its sole option, to withdraw from this Settlement
6 or Agreement if the number of Class Members opting out exceeds five percent (5%) of the total
7 number of Class Members. These rights to withdraw are material terms of the Agreement and
8 Defendant have the right, at its sole option, to withdraw from this Agreement if either of these
9 material terms are not approved by the Court. If Defendant exercises this right to withdraw, it
10 will be responsible for all Settlement Administration Costs incurred by the Administrator.

11 42. Defective Submissions. If a Class Member's Request for Exclusion is defective
12 as to the requirements listed in this Settlement Agreement, that Class Member will be given an
13 opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a
14 cure letter within three (3) calendar days of receiving the defective submission to advise the
15 Class Member that his or her submission is defective and that the defect must be cured to render
16 the Request for Exclusion valid. The Class Member will have until the later of (i) Response
17 Deadline or (ii) fifteen (15) calendar days from the date of the cure letter to fax or postmark a
18 revised Request for Exclusion.

19 43. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
20 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
21 timely and valid Request for Exclusion will be bound by all of its terms, including those
22 pertaining to the Released Claims (other than as it applies to the PAGA claims with respect to
23 the PAGA Group Members), as well as any Judgment that may be entered by the Court if it
24 grants final approval to the Settlement. If the Court approves the compromise of the PAGA
25 claim, Class Members who are also PAGA Group Members submitting a request for exclusion
26 will nevertheless be bound by the Court's resolution of that claim and receive their pro-rata
27 share of the 25% of the PAGA Payment allocated to the PAGA Group Members. Although
28 some Class Members might not receive or timely submit the Notice of Class Action Settlement

1 or the Request for Exclusion, as provided under this Settlement and Agreement, due to inability
2 to locate their current address following the procedures set forth in this Agreement, such
3 individuals shall nonetheless be bound by all of the terms of this Settlement and Agreement and
4 the Final Order and Judgement.

5 44. Objection Procedures. To object to the Settlement Agreement, a Class Member
6 may not submit a Request for Exclusion and must mail a valid Notice of Objection to the
7 Settlement Administrator by the Response Deadline. The Settlement Administrator will notify
8 counsel for the Parties forthwith via email. Class Counsel will lodge the objection with the
9 Court. The Notice of Objection must be signed by the Class Member and contain all
10 information required by this Settlement Agreement. The postmark date of the mailing will be
11 deemed the exclusive means for determining that the Notice of Objection is timely. Class
12 Members who wish to object will have a right to appear at the Final Approval Hearing, with or
13 without counsel at his/her own expense, in order to have their objections heard by the Court. At
14 no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class
15 Members to submit written objections to the Settlement Agreement or appeal from the Final
16 Approval Order and Judgment.

17 45. Certification Reports Regarding Individual Settlement Payment Calculations.
18 The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly
19 report which certifies: (i) the number of Class Members who have submitted valid Request for
20 Exclusion and objections; and (ii) the number of any deficient Request for Exclusion.
21 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
22 reports regarding the administration of the Settlement Agreement as needed or requested.

23 46. Timing of Distribution of Individual Settlement Payments. Within seven (7)
24 calendar days of Defendant depositing the Gross Settlement Amount and employer's share of
25 payroll taxes, the Settlement Administrator will issue payments to (1) Participating Class
26 Members and PAGA Group Members; (2) Plaintiff; (3) Class Counsel; and payment to LWDA.
27 The Settlement Administrator will also issue a payment to itself for Court-approved services
28 performed in connection with the settlement.

1 47. Uncashed or Undeliverable Settlement Checks. Individual settlement checks
2 paid to Participating Class Members and PAGA Group Members will be valid for 180 days.
3 Participating Class Members and PAGA Group Members will have one hundred eighty (180)
4 calendar days from the date of issuance of the check to cash their check. For any check not
5 cashed after 180 calendar days, the Settlement Administrator will send the amount represented
6 by the check to the California State Controller Unclaimed Property, with the identity of the
7 Participating Class Member and PAGA Group Member to whom the funds belong, to be held
8 for the Participating Class Member and PAGA Group Member per California Unclaimed
9 Property Law, in the interest of justice. The money paid to the California State Controller
10 Unclaimed Property will remain the Participating Class Member and PAGA Group Member's
11 property. This will allow Participating Class Member and PAGA Group Member who did not
12 cash their checks to collect their Individual Settlement Amounts at any time in the future.
13 Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds, and
14 the California Code of Civil Procedure section 384 shall not apply. The funds will be held by
15 the State until claimed by the employee and the uncashed check never ceases to be the
16 employee's property.

17 48. Workweeks Escalation Clause. Defendant has represented that there are 19,000
18 total workweeks during the Class Period as of the date of mediation on June 7, 2023. In the
19 event, the total workweeks increased by more than five percent (5%), i.e., 19,950 total
20 workweeks, Defendant will have an option to either (1) increase the Gross Settlement amount
21 proportionally, or (2) shorten the Class Period so that there is no increase of the Gross
22 Settlement Amount above the five percent buffer.

23 49. Certification of Completion. Upon completion of administration of the
24 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
25 such completion to the Court and counsel for all Parties.

26 50. Treatment of Individual Settlement Payments. All Individual Settlement
27 Payments will be allocated as follows: 100% of each PAGA Groups Members pro-rate share of
28 the \$2,500 allocated for PAGA penalties shall be allocated as penalties; 20% of each Individual

1 Settlement Payment will be allocated for the settlement of wage claims; and the remaining 80%
2 will be allocated to the settlement of claims for interest and statutory penalties. The portion
3 allocated to wages in each Individual Settlement Payment will be reported on an IRS Form W-2
4 and the portion allocated to interest and penalties will be reported on an IRS Form-1099 by the
5 Settlement Administrator. The Court's approval of the allocation of the Individual Settlement
6 Payment for Form 1099 income and Form W-2 income is not a material term of the Settlement
7 or this Agreement. If the Court does not approve or approves a different allocation of the
8 Individual Settlement Payments, the other terms of the Settlement and this Agreement shall
9 apply. The Court's refusal to approve the allocation for the Individual Settlement Payments
10 requested by the Parties does not give the Parties any basis to abrogate the Settlement or this
11 Agreement. Class Counsel, Defendant's Counsel, Defendant, and the Settlement Administrator
12 are not giving any tax advice in connection with the Settlement or any payments to be made
13 pursuant to this Agreement. Each Class Member agrees to indemnify, and to hold harmless,
14 Defendant from any liability for taxes, fees, costs, or assessments resulting from his or her
15 failure to timely pay taxes, interest, fees, or penalties owed.

16 51. Administration of Taxes by the Settlement Administrator. The Settlement
17 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
18 Group Members, Class Counsel, and Defendant any W-2, 1099, or other tax forms as may be
19 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
20 Administrator will also be responsible for forwarding all payroll taxes and other legally
21 required withholdings, and related reporting, to the appropriate government authorities.

22 52. Defendant's Responsibility for Employer Taxes: For any portion of the Class
23 Members' Individual Settlement Payments that are designated as "wages" for purposes of tax
24 reporting, the employer's taxes, employer contributions of all federal, state, and local taxes
25 (including, but not limited to, FICA, FUTA, and SDI), will be paid in addition to the Gross
26 Settlement Amount, via and with the Settlement Administrator's assistance.

27 53. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
28 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY

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

23 54. No Prior Assignments. The Parties and their counsel represent, covenant, and
24 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
25 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
26 demand, action, cause of action or right released and discharged in this Settlement Agreement.
27 55. Release by Plaintiff. Upon the date the Court enters an order granting final
28 approval of the settlement and Defendant fully funds the Gross Settlement Amount and the

1 employer's share of payroll taxes, in addition to the claims being released by all Class
2 Members, Plaintiff will provide the following additional general release ("General Release") :
3 Plaintiff, on her own behalf and on behalf of her heirs, spouses, executors, administrators,
4 attorneys, agents and assigns, fully and finally releases the Released Parties from all claims,
5 demands, rights, liabilities and causes of action of every nature and description whatsoever,
6 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
7 violation of any state or federal statute, rule or regulation arising out of, relating to, or in
8 connection with any act or omission by or on the part of any of the Released Parties committed
9 or omitted prior to the execution of this Agreement. This General Release includes any
10 unknown claims Plaintiff does not know or suspect to exist in her favor at the time of this
11 General Release, which, if known by them, might have affected her settlement with, and
12 release of, the Released Parties or might have affected her decision not to object to this
13 Settlement or this Release. To the extent the foregoing releases are releases to which Section
14 1542 of the California Civil Code or similar provisions of other applicable law may apply,
15 Plaintiff expressly waives any and all rights and benefits conferred upon them by the provisions
16 of Section 1542 of the California Civil Code or similar provisions of applicable law which are
17 as follows:

18 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
19 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
20 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
21 KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS
22 OR HER SETTLEMENT WITH THE DEBTOR.

23 The significance of this release and waiver of Civil Code Section 1542 has been explained to
24 Plaintiff by her counsel. Release by Plaintiff expressly excludes any claims for workers
25 compensation against Defendant.

26 56. Neutral Reference. Defendant agrees that it will only provide a neutral reference
27 for Plaintiff should any prospective employers or anyone contact them regarding Plaintiff's
28 employment. Defendant shall only provide the dates of employment and Plaintiff's last job title

1 held with Defendant.

2 57. Nullification of Settlement Agreement. In the event that: (i) the Court does not
3 finally approve the Settlement as provided in this Settlement Agreement; or (ii) the Settlement
4 does not become final for any other reason, then this Settlement Agreement and any documents
5 generated to bring it into effect will be null and void. Any order or judgment entered by the
6 Court in furtherance of this Settlement Agreement will likewise be treated as void from the
7 beginning. In such case, the Settlement shall not be used or be admissible in any subsequent
8 proceedings, either in this Action, this Court, or any other Court or forum.

9 58. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to
10 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
11 Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes
12 only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date
13 for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will
14 provide for the Notice to be sent to all Class Members as specified in this Settlement
15 Agreement. In conjunction with the Preliminary Approval motion, Plaintiff will submit this
16 Settlement Agreement, which sets forth the terms of this Settlement and will include the
17 proposed Notice.

18 59. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
19 the deadlines to fax or postmark Request for Exclusion or submit objections to the Settlement
20 Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will
21 be conducted to determine the Final Approval of the Settlement Agreement along with the
22 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Counsel Fees
23 and Costs; (iii) the Class Representative Enhancement Payment; (iv) payment to LWDA for
24 PAGA penalties; and (v) all Settlement Administration Expenses. Class Counsel will be
25 responsible for drafting all documents necessary to obtain final approval. Class Counsel will
26 also be responsible for drafting the attorneys' fees and costs application to be heard at the Final
27 Approval/Settlement Fairness Hearing.

1 60. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
2 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present a
3 proposed Judgment to the Court for its approval. Pursuant to California Rules of Court, Rule
4 3.771(b), the Settlement Administrator shall post on its website a copy of the Judgment for a
5 period of thirty days from the date the Court signs the Judgment. After entry of the Judgment,
6 the Court will have continuing jurisdiction solely for purposes of addressing: (i) the
7 interpretation and enforcement of the terms of the Settlement Agreement, (ii) settlement
8 administration matters, and (iii) such post- Judgment matters as may be appropriate under court
9 rules or as set forth in this Settlement Agreement.

10 61. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
11 include the terms set forth in any attached Exhibits, which are incorporated by this reference as
12 though fully set forth in this Settlement Agreement. Any Exhibits to this Agreement are an
13 integral part of the Settlement.

14 62. Entire Agreement. This Settlement Agreement and any attached Exhibits
15 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
16 written or oral agreements may be deemed binding on the Parties. The Parties expressly
17 recognize California Civil Code Section 1625 and California Code of Civil Procedure Section
18 1856(a), which provide that a written agreement is to be construed according to its terms and
19 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such
20 extrinsic oral or written representations or terms will modify, vary or contradict the terms of
21 this Agreement.

22 63. Amendment or Modification. This Settlement Agreement may be amended or
23 modified only by a written instrument signed by counsel for all Parties or their successors-in-
24 interest.

25 64. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
26 warrant and represent they are expressly authorized by the Parties whom they represent to
27 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
28 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to

1 execute any other documents required to effectuate the terms of this Settlement Agreement.

2 The Parties and their counsel will cooperate with each other and use their best efforts to effect
3 the implementation of the Settlement. If the Parties are unable to reach agreement on the form
4 or content of any document needed to implement the Settlement Agreement, or on any
5 supplemental provisions that may become necessary to effectuate the terms of this Settlement
6 Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

7 65. Binding on Successors and Assigns. This Settlement Agreement will be binding
8 upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement
9 Agreement, as previously defined.

10 66. Execution and Counterparts. This Settlement Agreement is subject only to the
11 execution of all Parties. However, the Settlement Agreement may be executed in one or more
12 counterparts. All executed counterparts and each of them, including facsimile, scanned copies
13 of the signature page, and electronic signature will be deemed to be one and the same
14 instrument provided that counsel for the Parties will exchange among themselves original
15 signed counterparts.

16 67. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
17 believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action
18 and have arrived at this Settlement Agreement after arm's-length negotiations and in the
19 context of adversarial litigation, taking into account all relevant factors, present and potential.
20 The Parties further acknowledge that they are each represented by competent counsel and that
21 they have had an opportunity to consult with their counsel regarding the fairness and
22 reasonableness of this Settlement Agreement.

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

1 69. Captions. The captions and section numbers in this Agreement are inserted for
2 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
3 the provisions of this Agreement.

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

8 71. Enforcement Actions. In the event that one or more of the Parties institutes any
9 legal action or other proceeding against any other Party to enforce the provisions of this
10 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement,
11 the successful Party will be entitled to recover from the unsuccessful Party reasonable
12 attorneys' fees and costs, including expert witness fees incurred in connection with any
13 enforcement actions.

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

20 73. Representation By Counsel. The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this
22 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
23 and advice of counsel.

24 74. All Terms Subject to Final Court Approval. All amounts and procedures
25 described in this Settlement Agreement will be subject to final Court approval.

26 75. Cooperation and Execution of Necessary Documents. All Parties will cooperate
27 in good faith and execute all documents to the extent reasonably necessary to effectuate the
28 terms of this Settlement Agreement.

1 76. Binding Agreement. The Parties warrant that they understand and have full
2 authority to enter into this Agreement, and further intend that this Agreement will be fully
3 enforceable and binding on all Parties and agree that it will be admissible and subject to
4 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
5 provisions that otherwise might apply under federal or state law.

6 77. No Admission of Liability. Nothing contained in this Settlement Agreement shall
7 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
8 part of Defendant. Each of the Parties has entered into this Settlement Agreement with the
9 intention to avoid further disputes and litigation, and the attendant inconvenience and expense,
10 and to fully and forever buy their respective peace. This Settlement Agreement shall be
11 inadmissible in evidence in any action or proceeding, by any party, except an action or
12 proceeding by one of the Parties to approve, interpret, or enforce the Settlement Agreement's
13 terms. Defendant denies and continues to deny: (a) all of the allegations made by the Class
14 Representative or the Class in the Action; (b) that it violated any applicable laws; (c) that it is
15 liable or owes damages, penalties, or other compensation or remedies to anyone with respect to
16 the alleged facts or claims asserted in the Action; and, (d) that class certification or
17 representative treatment of the Action or any alleged claim is proper. Defendant emphasizes
18 that the Court has not made any findings of liability as to Defendant and the Court has not
19 determined that class certification is warranted in this Action.

20 78. Disputes. Any dispute between the Parties concerning the interpretation or
21 implementation of this Settlement Agreement will be resolved by the Court. Prior to any such
22 resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the
23 Parties are unable to resolve the dispute themselves, the dispute will be submitted to Steven
24 Serratore, Esq. for mediation before being submitted to the Court, unless the Parties agree
25 otherwise.

26 79. Applicable Law. All terms and conditions of this Stipulation and its exhibits will
27 be governed by and interpreted according to the laws of the State of California, without giving
28 effect to any conflict of law or choice of law principles.

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF



Dated: 01/19/2024

Amreen Hussain

DEFENDANT

Dated: _____

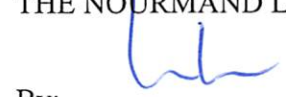
Cameron Mitchell Restaurants, LLC dba Ocean Prime

By:
Its:

APPROVED AS TO FORM

Dated: 1/19, 2024

THE NOURMAND LAW FIRM, APC



By: Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
AMREEN HUSSAIN, on behalf of herself and
all others similarly situated

Dated: _____, 2023

SEYFARTH SHAW LLP

By: Bran Long

Attorneys for Defendant
CAMERON MITCHELL RESTAURANTS,
LLC dba OCEAN PRIME

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Amreen Hussain

DEFENDANT

Dated: _____


Cameron Mitchell Restaurants, LLC dba Ocean Prime

By: J.R. Doherty
Its: CFO

APPROVED AS TO FORM

Dated: _____, 2023

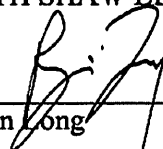
THE NOURMAND LAW FIRM, APC

By: _____
Michael Nourmand
James A. De Sario

Attorneys for Plaintiff
AMREEN HUSSAIN, on behalf of himself
and all others similarly situated

Dated: Nov. 28, 2023

SEYFARTH SHAW LLP

By: 
Bran Long

Attorneys for Defendant
CAMERON MITCHELL RESTAURANTS,
LLC dba OCEAN PRIME