

1 AEGIS LAW FIRM, PC
2 SAMUEL A. WONG (SBN 217104)
3 JESSICA L. CAMPBELL (SBN 280626)
4 KRISTY R. CONNOLLY (SBN 328477)
5 9811 Irvine Center Drive, Suite 100
6 Irvine, CA 92618
7 Telephone: (949) 379-6250
8 Facsimile: (949) 379-6251
9 E-mail: *swong@aegislawfirm.com*
10 E-mail: *jcampbell@aegislawfirm.com*
11 E-mail: *kconnolly@aegislawfirm.com*
12 Attorneys for Plaintiff
13 PRISCILLA L. MAGDALENO, individually,
14 and on behalf of all others similarly situated

9 JACKSON LEWIS P.C.
10 ERIKA M. BARBARA (SBN 215702)
11 KEELIA K. LEE (SBN 346549)
12 400 Capitol Mall, Suite 1600
13 Sacramento, CA 95814
14 Telephone: (916) 341-0404
15 Facsimile: (916) 341-0141
16 E-mail: *erika.barbara@jacksonlewis.com*
17 E-mail: *keelia.lee@jacksonlewis.com*

14 Attorneys for Defendant
15 VISION F.S., INC.

16 SUPERIOR COURT OF CALIFORNIA

17 COUNTY OF SAN JOAQUIN

19 PRISCILLA L. MAGDALENO,
20 individually and on behalf of all others
21 similarly situated,

21 Plaintiffs,

22 v.

23 DENNY'S, INC.; VISION F.S., INC.; and
24 DOES 1 through 20, inclusive,

25 Defendants.

Case No. STK-CV-UOE-2022-0008100

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE J. ABDALLAH
DEPARTMENT 10A

**JOINT STIPULATION OF
CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

26 ///

27 ///

28 ///

1 This Joint Stipulation of Class Action and PAGA Settlement and Release (hereinafter
2 “Stipulation of Settlement”) is made and entered into by and between Plaintiff Priscilla Magdaleno
3 as an individual and on behalf of all similarly situated and aggrieved employees (“Plaintiff”) and
4 Vision F.S., Inc. (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks
6 to represent, and on: (i) Defendant; (ii) Defendant’s respective past, present and future direct and
7 indirect subsidiaries and affiliates; (iii) the past, present and future shareholders, directors, officers,
8 owners, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any
9 of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
10 foregoing. The Settlement contemplated by this Stipulation of Settlement may hereinafter be
11 referred to as the “Settlement” or “Stipulation of Settlement.”

12 THE PARTIES STIPULATE AND AGREE as follows:

13 1. Plaintiff and Defendant are collectively referred to herein as the “Parties.”

14 2. On September 13, 2022, Plaintiff filed a class action complaint, individually and on
15 behalf of others similarly situated, against Defendant in the San Joaquin County Superior Court,
16 Case No. STK-CV-UOE-2022-0008100, alleging claims of failure to pay minimum wages; failure
17 to pay overtime wages; failure to provide meal periods; failure to permit rest periods; failure to
18 reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay
19 wages timely during employment; failure to pay all wages due upon separation of employment; and
20 violation of California Business and Professions Code section 17200 *et seq.*

21 3. On September 9, 2022, Plaintiff sent a letter to the Labor and Workplace
22 Development Agency (“LWDA”) alleging violations of the Private Attorneys General Act
23 (“PAGA”) for the Released PAGA Claims, as defined below.

24 4. On March 3, 2023, Plaintiff filed a first amended complaint in San Joaquin County
25 Superior Court (“Complaint”), that included a cause of action for penalties under PAGA. The term
26 “Action” means this putative class and representative action pending in San Joaquin County
27 Superior Court. The “Class Period” is from March 16, 2018 through July 18, 2023, and the “PAGA
28 Period” is from September 9, 2021 through July 18, 2023.

1 5. This Action has been actively litigated. There have been on-going investigations,
2 and an exchange of extensive documentation and information. The Parties participated in a private
3 mediation before mediator Gig Kyriacou on July 18, 2023. Plaintiff has not filed a motion for class
4 certification in this Action, nor has a date been set by the Court for the filing of such a motion.

5 6. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall
6 consist of all persons employed by Defendant in California as a non-exempt employee from
7 March 16, 2018 through July 18, 2023. The Settlement Class, however, shall not include any person
8 who previously settled or released any of the claims covered by this Settlement, any person who
9 previously was paid or received awards through civil or administrative actions for the claims
10 covered by this Settlement, or any person who submits a timely and valid Request for Exclusion as
11 provided in this Settlement. All Class Members who worked any hours for Defendant in California
12 during any pay period from September 9, 2021 through July 18, 2023 are aggrieved employees
13 with respect to PAGA (“PAGA Members”), and will be paid their PAGA Award and release the
14 Released PAGA Claims (defined below), regardless of whether they submit a timely and valid
15 Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves
16 from, or to opt out of, the Released PAGA Claims (as hereafter defined).

17 7. Solely for purposes of settling this case, the Parties stipulate and agree that the
18 requisites for establishing class certification with respect to the Settlement Class have been met and
19 are met. More specifically, the Parties stipulate and agree that:

20 a. The Settlement Class is ascertainable and so numerous as to make it
21 impracticable to join all Class Members.

22 b. There are common questions of law and fact, including but not limited to the
23 following:

24 i. Whether Defendant complied with applicable laws affecting Plaintiff
25 and the Settlement Class under the California Labor Code and the Wage Orders of the California
26 Industrial Welfare Commission; and

27 ii. Whether Plaintiff and the Settlement Class are entitled to alleged
28 unpaid wages, penalties, interest, and attorneys’ fees and costs.

1 c. Plaintiff believes that Plaintiff's claims are typical of the claims of the
2 members of the Settlement Class.

3 d. Plaintiff believes that she will fairly and adequately protect the interests of
4 the Settlement Class, and that Samuel A. Wong, Jessica L. Campbell and Kristy R. Connolly of
5 Aegis Law Firm, PC, should be "Class Counsel" and will fairly and adequately protect the interests
6 of the Settlement Class.

7 e. The prosecution of separate actions by individual members of the Settlement
8 Class would create the risk of inconsistent or varying adjudications, which would establish
9 incompatible standards of conduct.

10 f. With respect to the Settlement Class, Plaintiff believes that questions of law
11 and fact common to the members of the Settlement Class predominate over any questions affecting
12 any individual member in such Settlement Class, and a class action is superior to other available
13 means for the fair and efficient adjudication of the controversy.

14 8. Defendant denies any liability or wrongdoing of any kind whatsoever associated
15 with the claims alleged in the Complaint, and further denies that, for any purpose other than settling
16 this Action, this Action is appropriate for class or representative treatment. With respect to
17 Plaintiff's claims, Defendant contends, among other things, that it has complied with all applicable
18 state, federal and local laws affecting Plaintiff and the Settlement Class.

19 9. It is the desire of the Parties to fully, finally and forever settle, compromise and
20 discharge all disputes and claims arising from the allegations and causes of action stated in the
21 Complaint. To achieve a full and complete release of Defendant, each Class Member acknowledges
22 that this Stipulation of Settlement is intended to include in its effect all claims of any nature
23 reasonably arising out of the allegations made in the Complaint.

24 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute
25 a full and complete settlement and release of all claims arising from the allegations in the Complaint
26 against: (i) Defendant; (ii) Defendant's respective past, present and future direct and indirect
27 subsidiaries and affiliates; (iii) the past, present and future shareholders, directors, officers, owners,
28 agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the

1 foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing
2 (collectively "Released Parties").

3 11. Class Counsel have conducted a thorough investigation into the facts of this Action,
4 and have diligently pursued an investigation of Class Members' claims against Defendant. Based
5 on their own independent investigation and evaluation, Class Counsel are of the opinion that the
6 Settlement with Defendant for the consideration and on the terms set forth in this Stipulation of
7 Settlement is fair, reasonable and adequate and is in the best interest of the Settlement Class in light
8 of all known facts and circumstances, including the risk of significant delay, the risk the Settlement
9 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential
10 appellate issues. Defendant and its counsel, Erika M. Barbara and Keelia K. Lee of Jackson Lewis
11 P.C. ("Defendant's Counsel") also agree that the Settlement is fair and in the best interest of the
12 Parties.

13 12. The Parties agree to cooperate and take all steps necessary and appropriate to
14 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
15 Settlement.

16 13. This Settlement provides that Defendant will pay Settlement Awards and PAGA
17 Awards (defined below) according to a specified formula to each Class Member who does not
18 request to be excluded from this Settlement. The total payment under the Settlement is \$337,500.00
19 (the "Maximum Settlement Amount"), which includes all payments to Class Members and PAGA
20 Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and costs, the
21 enhancement award to the class representative, penalties of any nature, including PAGA penalties,
22 and Settlement administration expenses. It is understood and agreed that Defendant shall have no
23 obligation to pay any person, entity or organization more than the Maximum Settlement Amount,
24 except that Defendant will pay the employer payroll taxes for the wage portion of the Settlement
25 Awards.

26 TERMS OF SETTLEMENT

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

1 a. It is agreed by and between Plaintiff and Defendant that this Action, and any
2 claims, damages or causes of action arising out of the Complaint which are the subject of this
3 Action, shall be settled and compromised as between the Settlement Class and Defendant, subject
4 to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

5 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
6 shall become effective when all of the following events have occurred: (i) this Stipulation of
7 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the
8 Court has given preliminary approval to the Settlement; (iii) the class Settlement notice has been
9 given to the Settlement Class, providing them with an opportunity to opt out of or to object to the
10 Settlement; (iv) the Court has held a formal final fairness hearing and entered a final order and
11 judgment certifying the Settlement Class and finally approving this Stipulation of Settlement,
12 without objection by the LWDA; and (v) in the event there are objections to the Settlement which
13 are not later withdrawn, the later of the following events: when the period for filing any appeal,
14 writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or
15 other appellate proceeding having been filed; or any appeal, writ or other appellate proceeding
16 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further
17 remedies or relief; or any appeal, writ or other appellate proceeding has upheld the Court's final
18 order with no right to pursue further remedies or relief. In this regard, it is the intention of the
19 Parties that the Settlement shall not become effective until the Court's order approving the
20 Settlement is completely final, and there is no further recourse by an appellant or objector who
21 seeks to contest the Settlement. It is further agreed by the Parties that this Settlement will not
22 become effective if Defendant, contrary to Paragraph 13 above, is required by the Court to pay
23 more than the Maximum Settlement Amount as set forth in Paragraph 13 under any circumstances.
24 It is further agreed by and between the Parties that this Settlement shall not become effective, and
25 Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement,
26 unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any
27 objections or the judgment, have been finally exhausted and resolved upholding the terms of this
28 Settlement.

1 c. Maximum Settlement Amount and Net Settlement Amount: To implement
2 the terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay the
3 Maximum Settlement Amount, which includes all payments to Class Members and PAGA
4 Members; Class Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the
5 enhancement award to the class representative; \$20,000.00 allocated to penalties under the PAGA
6 (with \$15,000.00 (three-quarters) paid to the LWDA and \$5,000.00 (one-fourth) paid to the
7 Settlement Class as described below); and Settlement administration expenses. The Parties agree
8 the Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant.
9 At no time shall Defendant have the obligation to segregate the funds comprising the Maximum
10 Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for,
11 those funds. All payments to Class Members and PAGA Members, Class Counsel's attorneys' fees,
12 Class Counsel's litigation expenses and costs, the enhancement award, the PAGA penalties paid to
13 LWDA, and Settlement administration expenses will be paid out of the Maximum Settlement
14 Amount. Under no condition will the Released Parties' aggregate liability exceed the Maximum
15 Settlement Amount, except that Defendant will pay the employer payroll taxes for the wage portion
16 of the Settlement Awards in addition to the Maximum Settlement Amount. The "Net Settlement
17 Amount", the amount available for potential distribution to Class Members, shall be calculated by
18 deducting from the Maximum Settlement Amount: (i) Class Counsel's attorneys' fees and litigation
19 expenses and costs; (ii) the enhancement award to the class representative; (iii) the PAGA penalty
20 payment to the LWDA as described further below; and (iv) Settlement administration expenses.
21 Settlement Awards to the Class Members, and PAGA Awards to the PAGA Members, will be
22 calculated by the settlement Administrator and paid out of the Net Settlement Amount as set forth
23 below. The entire Net Settlement Amount will be paid out pro rata to Class Members who do not
24 opt out and to PAGA Members.

25 i. Settlement Awards to Class Members: Payments to Class Members
26 under the Settlement ("Settlement Awards") will be determined based on the number of weeks
27 worked by all Class Members as a non-exempt employee of Defendant in California during the
28 Class Period based on information provided by Defendant. The workweeks will be calculated by

1 the "Settlement Administrator," as defined below, for Class Members by dividing the total days
2 employed as a non-exempt employee of Defendant in California during the Class Period by seven
3 (7). Partial workweeks will not be counted, meaning incomplete workweeks and/or incomplete pay
4 periods will be rounded down; however, if a Class Member or PAGA Member worked only one
5 day as a non-exempt employee of Defendant in California will be credited with having worked one
6 workweek for purposes of the Settlement. Defendant's workweek data will be presumed to be
7 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by
8 credible written evidence. All workweek and pay period disputes will be resolved and decided by
9 the Settlement Administrator, and the Settlement Administrator's decision on all workweek and
10 pay period disputes will be final and non-appealable. The amount to be paid per workweek to
11 eligible Class Members will be calculated by the Settlement Administrator by dividing the Net
12 Settlement Amount by the number of weeks worked by Class Members who do not opt out of the
13 Settlement. No claim form shall be required for Settlement Class Members to receive their
14 Settlement Awards.

15 ii. Private Attorneys General Act Allocation: Subject to Court approval,
16 the Parties have agreed to allocate \$20,000.00 of the Maximum Settlement Amount to Plaintiff's
17 representative claims under PAGA. Seventy-five percent (75%) of this amount, or in other words
18 \$15,000.00, will be paid out of the Maximum Settlement Amount to the LWDA of the State of
19 California, and the remaining twenty-five percent (25%), or in other words \$5,000.00 ("Net PAGA
20 Settlement Amount"), will remain included in the Net Settlement Amount and paid to the PAGA
21 Member under the Settlement (the "PAGA Awards"). The Settlement Administrator will calculate
22 the number of pay periods covered by the PAGA Members during the PAGA Period based on
23 information to be provided by Defendant. Partial pay periods will not be counted; however, if a
24 PAGA Member worked only one day as a non-exempt employee of Defendant in California, such
25 PAGA Member will be credited with having worked one pay period for purposes of the Settlement.
26 Defendant's pay period data will be presumed to be correct, unless a particular PAGA Member
27 proves otherwise to the Settlement Administrator by credible written evidence. All pay period
28 disputes will be resolved and decided by the Settlement Administrator, and the Settlement

1 Administrator's decision on all pay period disputes will be final and non-appealable. The amount
2 to be paid per pay period to PAGA Members will be calculated by the Settlement Administrator by
3 dividing the Net PAGA Settlement Amount by the aggregate number of pay periods worked by
4 PAGA Members. No claim form shall be required for PAGA Members to receive their PAGA
5 Awards.

6 iii. Allocation of Settlement Awards: The Parties have agreed, based on
7 the allegations in the Action, that individual Settlement Awards payable to eligible Class Members
8 will be allocated from the Net Settlement Amount and paid as follows: one-third (1/3) will be
9 allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and two-thirds (2/3) will
10 be allocated to alleged unpaid interest and penalties for which IRS Forms 1099-MISC will issue.
11 Individual "PAGA Awards" for the PAGA Members will be paid from the Net PAGA Settlement
12 Amount, after the required payment to the LWDA, as alleged penalties for which IRS Forms
13 1099-MISC will issue.

14 iv. Settlement Awards and PAGA Awards Do Not Trigger Additional
15 Benefits: All Settlement Awards to Class Members, and all PAGA Awards to PAGA Members,
16 shall be deemed to be income to such Class Members and PAGA Members solely in the year in
17 which such awards actually are received by the Class Members and PAGA Members. It is expressly
18 understood and agreed that the receipt of such Settlement Awards and PAGA Awards will not
19 entitle any Class Member or PAGA Member to additional compensation or benefits under any
20 company bonus, contest or other compensation or benefit plan or agreement in place during the
21 period covered by the Settlement, nor will it entitle any Class Member or PAGA Member to any
22 increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. It is
23 the intent of this Settlement that the Settlement Awards and PAGA Awards provided for in this
24 Agreement are the sole payments to be made by Defendant to the Class Members and PAGA
25 Members in connection with this Settlement, and that the Class Members and PAGA Members are
26 not entitled to any new or additional compensation or benefits as a result of having received the
27 Settlement Awards and PAGA Awards (notwithstanding any contrary language or agreement in
28 any benefit or compensation plan document that might have been in effect during the period covered

1 by this Settlement).

2 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
3 modification, Defendant agrees to a payment, from the Maximum Settlement Amount, for Class
4 Counsel's attorneys' fees and litigation expenses and costs as set forth in Paragraph 16 below.

5 vi. Class Representative: The Parties agree to the designation of Plaintiff
6 Priscilla Magdaleno as "Class Representative." Subject to Court approval, and subject to Plaintiff's
7 execution of a general release of all claims under California Code of Civil Procedure section 1542,
8 Defendant agrees to a payment to Plaintiff, from the Maximum Settlement Amount, of an award at
9 no additional cost to the Released Parties ("Enhancement Award"). The Enhancement Award paid
10 to the Class Representative cannot exceed \$7,500.00, is subject to Court approval, and is in addition
11 to any claimed individual Settlement Award or PAGA Award to which the Class Representative is
12 entitled under this Stipulation of Settlement. The Enhancement Award is to be part of, and to be
13 deducted from, the Maximum Settlement Amount. The Settlement Administrator will issue an IRS
14 Form 1099-MISC for the Enhancement Award to Plaintiff for Plaintiff's service as a Class
15 Representative, and Plaintiff will be responsible for correctly characterizing this compensation for
16 tax purposes and for paying any taxes on the amount received. Should the Court approve an
17 Enhancement Award to the Class Representative in an amount less than that set forth above, the
18 difference between the lesser amount approved by the Court and the Enhancement Award set forth
19 above shall be added to the Net Settlement Amount.

20 vii. Settlement Administrator: The "Settlement Administrator" will be
21 Apex, or such other administrator mutually agreed upon by the Parties, after review and approval
22 by the Parties of a not-to-exceed quote for Settlement administration expenses which Plaintiff's
23 Counsel agrees to request and circulate to Defendant's Counsel. All Settlement administration
24 expenses shall be paid out of the Maximum Settlement Amount.

25 viii. Mailing of Settlement and PAGA Awards: The Settlement
26 Administrator will cause the Settlement Awards to be mailed to the Class Members who have not
27 opted out of the Settlement and have not previously released their claims as to Defendant, and the
28 PAGA Awards to be mailed to PAGA Members, within thirty-five (35) calendar days after the

1 Settlement becomes effective as defined in Paragraph 14.b.

2 d. Enhancement Award to Plaintiff for Service as Class Representative: The
3 Settlement Administrator will pay the Enhancement Award approved by the Court to Plaintiff
4 within thirty-five (35) calendar days after the Settlement becomes effective as defined in
5 Paragraph 14.b.

6 e. Right to Rescission: If more than ten percent (10%) of the Settlement Class
7 opts out of the Settlement by submitting valid and timely Requests for Exclusion as set forth in the
8 Notice of Proposed Class Action and PAGA Settlement and Hearing Date for Final Court Approval
9 of Settlement ("Class Notice"), Defendant shall have the right (but not the obligation) in its sole
10 discretion to rescind and void the Settlement, before final approval by the Court, by providing
11 written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out deadline.
12 If Defendant exercises this option, Defendant shall pay any costs of Settlement administration
13 incurred up to that date, but shall not be obligated to pay any of Class Counsel's fees or litigation
14 expenses and costs.

15 SETTLEMENT ADMINISTRATION

16 15. The Settlement Administrator shall be mutually agreed upon by the Parties to
17 perform the customary duties of Settlement Administrator, subject to Court approval. The
18 Settlement Administrator will mail the Class Notice to all Class Members and PAGA Members.
19 The Settlement Administrator will independently review Defendant's data, based on Defendant's
20 records, as to the number of weeks worked during the Class Period, and the number of pay periods
21 worked during the PAGA Period, and will calculate the amounts due to Class Members and PAGA
22 Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall
23 report, in summary or narrative form, the substance of its findings. The Settlement Administrator
24 shall be granted reasonable access to Defendant's records to perform its duties. At the request of
25 Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and
26 send out Settlement Awards to Class Members and PAGA Awards to PAGA Members. Defendant
27 shall be able to review proposed distributions, class workweek data, and PAGA pay period data to
28 ensure correct and accurate distributions and representations to the Class Members and PAGA

1 Members through the Class Notice. Tax treatment of the Settlement Awards and PAGA Awards
2 will be as set forth herein and in accordance with state and federal tax laws. All disputes relating to
3 the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary,
4 which will have continuing jurisdiction over the terms and conditions of this Stipulation of
5 Settlement until all payments and obligations contemplated by this Stipulation of Settlement have
6 been fully carried out. The Settlement Administrator shall create and maintain a webpage, which
7 will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final
8 Approval as they become available, until 60 days after the Effective Date. The website shall also
9 include links to any other documents or information the Settlement Administrator deems necessary
10 to perform its duties.

11 ATTORNEYS' FEES AND LITIGATION COSTS

12 16. In consideration for settling this Action, in exchange for the release of claims by the
13 Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to
14 pay, from the Maximum Settlement Amount, Class Counsel attorneys' fees not to exceed
15 one-third of the Maximum Settlement Amount, or in other words up to \$112,500.00, and attorneys'
16 costs and expenses not to exceed \$25,000.00. Defendant will not object to Class Counsel's
17 application for attorneys' fees and litigation costs up to these amounts. The amounts set forth above
18 will cover all work performed and all fees and costs incurred to date, and all work to be performed
19 and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation
20 of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
21 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and
22 litigation costs, the difference between the lesser amounts and the fees and litigation expenses and
23 costs set forth above shall be added to the Net Settlement Amount.

24 17. The attorneys' fees and litigation expenses and costs approved by the Court shall be
25 paid to Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective
26 as defined in Paragraph 14.b.

27 ///

28 ///

NOTICE TO THE PLAINTIFF CLASS

18. The Class Notice shall be jointly drafted by the Parties and, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit A** to this Settlement.

a. Within thirty (30) calendar days after preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers, and workweek data during the Class Period and pay period data during the PAGA Period ("Class Data"). The Parties agree the contact information and Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information. To the extent Class Counsel possesses or comes to possess the contact information and/or Social Security Numbers from the Settlement Administrator, Class Counsel shall return all such information (including copies and data or information derived therefrom) within five (5) calendar days from the date the Court finally approves the Settlement, shall destroy all copies in any form of such information, and shall not retain, maintain or use such information for any purpose. The information provided for above shall be based on Defendant's payroll and other business records and in a format acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement Administrator prior to the production date to ensure the format will be acceptable to the Settlement Administrator. The information will need to be provided to the Settlement Administrator using reasonable security measures and reasonably secure technology. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. Within twenty-one (21) calendar days of receiving the Class Data, the Settlement Administrator will mail the Class Notice to Class Members and PAGA Members.

b. Class Notices returned to the Settlement Administrator as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-trace return mail using

1 the Class Member's Social Security Number and re-mail within five (5) calendar days of receipt;
2 this search will be performed only once per Class Member by the Settlement Administrator. Upon
3 completion of these steps by the Settlement Administrator, Defendant and the Settlement
4 Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the
5 affected member of the Settlement Class. The affected member of the Settlement Class shall remain
6 a member of the Settlement Class and shall be bound by all the terms of the Stipulation of
7 Settlement and the Court's Order and Final Judgment.

8 c. The Class Notice shall identify the procedures for opting out of or objecting
9 to the Settlement.

10 d. Class Counsel shall provide to the Court, at least sixteen (16) court days
11 before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due
12 diligence and proof of mailing with regard to the mailing of the Class Notice.

13 ADMINISTRATION PROCESS

14 19. The Class Members will have sixty (60) calendar days from the date of mailing
15 in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled to opt out
16 as a PAGA Member. Class Members whose Notices are remailed shall have ten (10) calendar days
17 from the remailing of the Notice or until the end of the initial 60-day period, whichever comes later,
18 in which to opt out.

19 20. Defendant, on behalf of the Released Parties, will pay to the Settlement
20 Administrator the Maximum Settlement Amount within thirty (30) calendar days after the
21 Settlement becomes effective as defined in Paragraph 14.b. The Settlement Administrator will be
22 responsible for making appropriate deductions, calculating and reporting the employer payroll taxes
23 on the Settlement Awards and PAGA Awards, paying to Class Counsel any Court-approved
24 attorneys' fees and litigation expenses and costs, paying to the Class Representative any Court-
25 approved Enhancement Award, paying the LWDA seventy-five percent (75%) of the amount
26 allocated for PAGA penalties above, paying the Settlement administration expenses, meeting tax
27 reporting obligations, and issuing the individual Settlement Awards to Class Members and PAGA
28 Awards to PAGA Members. Proof of compliance with the Court's final approval order will be

1 provided to counsel for the Parties by the Settlement Administrator within twenty-one (21) days
2 after all payment obligations, the check cashing deadline for Class Members, and payment to the
3 *cy pres* beneficiary have passed.

4 21. Settlement Awards to Class Members and PAGA Awards to PAGA Members will
5 be mailed by the Settlement Administrator within thirty-five (35) calendar days after the Settlement
6 becomes effective as defined in Paragraph 14.b. Upon completion of its calculation of payments,
7 the Settlement Administrator shall provide Defendant with a report listing the amount of all
8 payments to be made to each Class Member and PAGA Member. Settlement Award and PAGA
9 Award checks shall remain valid and negotiable for one hundred eighty (180) calendar days from
10 the date of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder
11 notice to all Class Members and PAGA Members who have not cashed the Settlement Award or
12 PAGA Award check thirty (30) calendar days prior to the deadline; upon the deadline to cash the
13 Settlement Award and PAGA Award checks, the checks will automatically be cancelled by the
14 Settlement Administrator if not cashed by the Class Member or the PAGA Member within that
15 time, at which point the Class Members' and PAGA Members' checks will be deemed void and of
16 no further force or effect, and the Class Members' and PAGA Members' claims will remain
17 released by the Settlement. The checks provided to Class Members and PAGA Members
18 shall prominently state the expiration date or a statement that the checks will expire in
19 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
20 accompanying the check. Expired Settlement Award and PAGA Award checks will not be reissued,
21 except for good cause and as mutually agreed by the Parties in writing. Any residue from uncashed
22 Settlement Award and PAGA Award checks after the expiration date will be paid within fourteen
23 (14) calendar days after the one hundred eighty (180)-day check cashing period expires pursuant to
24 California Code of Civil Procedure section 384(b)(3) to Koinonia Family Services, a non-profit
25 501(c)(3) organization with child advocacy programs in the State of California, as the *cy pres*
26 recipient, subject to Court approval. Any residue received by Koinonia Family Services shall be
27 ordered by the Court to be used solely for child advocacy programs within the State of California
28 pursuant to California Code of Civil Procedure section 384(b).

OPTING OUT OF / OBJECTING TO THE SETTLEMENT

22. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves by submitting a timely written request to the Settlement Administrator. PAGA Members release all Released PAGA Claims during the PAGA Period and cannot opt out as a PAGA Member. The written request (“Request for Exclusion”) should state that the Class Member has received the “Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement”, the Class Member has decided not to participate in the Settlement, and words to the effect that the Class Member desires to be excluded from the Settlement. The Request for Exclusion must also state the individual’s full name, address, date of birth, and dates the individual worked as a non-exempt employee for Defendant in California. The Request for Exclusion must be signed, dated and mailed by first-class U.S. mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

23. Objecting to the Settlement. Any individual who does not submit a Request for Exclusion can object to the terms of the Settlement in writing before the deadline to object to the Settlement. To object, the individual must file a written objection and a notice of intention to appear at the final approval hearing with the Clerk of the San Joaquin County Superior Court of the State of California and send copies to the Settlement Administrator, Class Counsel, and counsel for Defendant. Any written objection must state each specific reason in support of the objection and any legal support for each objection. The individual must state his/her full name, address, date of birth, and dates he/she worked as a non-exempt employee in California for Defendant. To be valid and effective, any written objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator, Class Counsel, and counsel for Defendant no later than sixty (60) calendar days after the Settlement Administrator mails the Class Notice. However, a Class Member and PAGA Member may appear at the final approval hearing, either in

1 person or through his/her own counsel, and object to the Settlement Agreement and any of its terms
2 without submitting a prior objection in the manner and by the deadline specified above. If the Court
3 rejects the objection, the individual will be bound by the terms of the Settlement.

4 RELEASE BY THE CLASS

5 24. Effective upon the date when Defendant fully funds the Maximum Settlement
6 Amount pursuant to Paragraph 20, and except as to such rights or claims as may be created by this
7 Stipulation of Settlement, the Settlement Class and each member of the Class who has not submitted
8 a valid Request for Exclusion fully release and discharge the Released Parties from all claims under
9 state, federal and local law that were or could have been asserted based on the facts and allegations
10 made in the Action, and any amendments thereto, as to the Class Members, including without
11 limitation California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512,
12 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5,
13 2800 and 2802, California Industrial Commission Wage Orders, California Code of Regulations,
14 title 8, section 11040 *et seq.*, California Code of Civil Procedure section 1021.5, and California
15 Business and Professions Code section 17200 *et seq.*, and including all claims for or related to
16 alleged unpaid wages, unpaid overtime or double time wages, unpaid minimum wages, regular rate
17 of pay, timely payment of wages during employment, timely payment of wages at separation, meal
18 periods and meal period premiums, rest periods and rest period premiums, off-the-clock work,
19 payroll deductions, wage statements, payroll records and recordkeeping, expense reimbursement,
20 failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching
21 benefits for payments received under the Settlement, unfair competition, unfair business practices,
22 unlawful business practices, fraudulent business practices, class actions, representative actions,
23 aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages,
24 liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-
25 time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations
26 alleged in the Action (collectively “Released Class Claims”), from March 16, 2018 through July
27 18, 2023 (“Class Release Period”). Expressly excluded from the release are claims for retaliation,
28 discrimination, unemployment insurance, disability, workers’ compensation, and claims outside

1 the Released Class Claims.

2 25. Effective upon the date when Defendant fully funds the Maximum Settlement
3 Amount pursuant to Paragraph 20, the claims to be released by the PAGA Members include all
4 claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff, as proxy
5 for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a
6 private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could
7 reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including
8 but not limited to all claims arising under the California Labor Code, including, but not limited to,
9 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194,
10 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800 and 2802 and the wage orders
11 of the California Industrial Welfare Commission and any other California Labor Code section or
12 Wage Order based on the facts alleged in the Action (collectively “Released PAGA Claims”). The
13 Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all
14 PAGA Members from September 9, 2021 through July 18, 2023 (“PAGA Release Period”) and for
15 the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates
16 (cashes) their/his/her Settlement checks sent pursuant to this Settlement and regardless of whether
17 any such PAGA Member opts out or attempts to exclude themselves/himself/herself from the
18 Settlement.

19 26. In addition to the Released Class Claims and Released PAGA Claims identified in
20 Paragraphs 24 and 25, effective upon the date when Defendant fully funds the Maximum Settlement
21 Amount pursuant to Paragraph 20, Plaintiff Priscilla Magdaleno agrees to generally release the
22 Released Parties from any and all claims, whether known or unknown, under all federal, state and
23 local statutes, and federal and state common law (including but not limited to those for contract,
24 tort and equity), except for workers’ compensation claims, that occurred during the Class Period.
25 Plaintiff acknowledges the language of Section 1542 of the California Civil Code, which provides:

26 **A general release does not extend to claims that the creditor or**
27 **releasing party does not know or suspect to exist in his or her**
28 **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.

1 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees
2 that claims or facts in addition to or different from those which are now known or believed by
3 Plaintiff to exist may hereafter be discovered. It is Plaintiff's intention to settle fully and release all
4 of the claims, except for workers' compensation claims, Plaintiff now has against the Released
5 Parties, whether known or unknown, suspected or unsuspected.

6 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

7 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
8 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to notify
9 the Court of the Settlement through a Notice of Proposed Class and PAGA Action Settlement, and
10 to request that all current Court deadlines be continued pending Court approval of the Settlement.
11 Class Counsel agree to cease all affirmative communication (oral and written) with the putative
12 class members, other than through Court-approved notices; this provision does not prevent Class
13 Counsel from communicating with any Class Member or PAGA Member who may contact Class
14 Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Joaquin County
15 Superior Court in support of Plaintiff's Motion for Preliminary Approval and determination by the
16 Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to provide Defendant the
17 opportunity to review, and to approve before filing, Plaintiff's Motion for Preliminary Approval.
18 At the same time Plaintiff submits this Stipulation of Settlement to the San Joaquin County Superior
19 Court, Plaintiff agrees to submit a copy of the Stipulation of Settlement to the LWDA. Promptly
20 upon execution of this Stipulation of Settlement, Plaintiff shall apply to the Court for the entry of
21 an order preliminarily approving the Settlement in a form that is mutually agreeable between the
22 Parties and also provides for the following:

23 a. Scheduling a Final Fairness hearing on the question of whether the proposed
24 Settlement, including payment of attorneys' fees and litigation expenses and costs, costs of
25 administration and the Class Representative's Enhancement Award, should be finally approved as
26 fair, reasonable and adequate as to the members of the Settlement Class;

27 b. Certifying a Settlement Class, Plaintiff Priscilla Magdaleno as Class
28 Representative, and Samuel A. Wong, Jessica L. Campbell and Kristy R. Connolly of Aegis Law

1 Firm, PC, as Class Counsel;

2 c. Approving as to form and content the proposed Class Notice;

3 d. Approving the manner and method for Class Members to request exclusion
4 from the Settlement as contained herein and within the Class Notice;

5 e. Directing the mailing of the Class Notice by first-class U.S. mail to the Class
6 Members and PAGA Members;

7 f. Preliminarily approving the Settlement subject only to the objections of
8 Class Members and PAGA Members, and final review by the Court;

9 g. Enjoining Plaintiff and all Class Members and PAGA Members from filing
10 or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims
11 with the Division of Labor Standards Enforcement of the California Department of Industrial
12 Relations) regarding the Released Class Claims and Released PAGA Claims, unless and until such
13 Class Members have filed valid Requests for Exclusion with the Settlement Administrator and the
14 time for filing Requests for Exclusion with the Settlement Administrator has elapsed; and

15 h. The Preliminary Approval Order shall be substantially in the form identified
16 as **Exhibit B** to this Settlement.

17 DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

18 28. Class Counsel agree to return all confidential documents, lists and data in all forms
19 and formats (originals and copies) within seven (7) calendar days from final Court approval of the
20 Settlement. Plaintiff agrees to provide Defendant the opportunity to review and to approve before
21 filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel
22 agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and
23 substantially in the form identified as **Exhibit C** to this Settlement, and provides for the following:

24 a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable
25 and adequate, and directing consummation of its terms and provisions;

26 b. Approving Class Counsel's application for an award of attorneys' fees and
27 litigation expenses and costs;

28 c. Approving the Enhancement Award to the Class Representative; and

1 d. Entering judgment in accordance with California Rules of Court,
2 rule 3.769(h), and permanently barring and enjoining all Class Members and PAGA Members
3 from prosecuting the Released Class Claims and Released PAGA Claims against: (i) Defendant;
4 (ii) Defendant's respective past, present and future direct and indirect subsidiaries and affiliates;
5 (iii) the past, present and future shareholders, directors, officers, owners, agents, employees,
6 clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and
7 (iv) any individual or entity which could be jointly liable with any of the foregoing.

8 PARTIES' AUTHORITY

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

11 MUTUAL FULL COOPERATION

12 30. The Parties agree to fully cooperate with each other to accomplish the terms of this
13 Stipulation of Settlement, including but not limited to execution of such documents and taking such
14 other action as reasonably may be necessary to implement the terms of this Stipulation of
15 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this
16 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,
17 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as
18 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance
19 and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final
20 approval of this Stipulation of Settlement.

21 31. The Parties and their respective counsel agree that they will not attempt to encourage
22 or discourage Class Members from filing Requests for Exclusion.

23 NO PRIOR ASSIGNMENTS

24 32. The Parties and their counsel represent, covenant and warrant that they have not,
25 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or
26 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of
27 action or right herein released and discharged except as set forth herein.

28 ///

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

34. The Parties agree that the San Joaquin County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and litigation costs, including expert witness fees, incurred in connection with any enforcement actions.

35. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third (3rd) business day after mailing by U.S. registered or certified mail, return receipt requested, addressed as follows:

Samuel Wong
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618

Erika M. Barbara
Keelia K. Lee
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

1 NO PUBLIC COMMENT

2 36. The Class Representative and Class Counsel will not make any public disclosure of
3 the Settlement, except through Court filings to preliminarily and finally approve the Settlement.
4 Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will
5 ensure the Class Representative adheres to, the restriction against any public disclosure of the
6 Settlement. Following preliminary Court approval of the Settlement, the Class Representative and
7 Class Counsel will not initiate any communications (directly or indirectly) with the media regarding
8 the Action. Notwithstanding the foregoing, the Class Representative and Class Counsel may, in
9 response to a communication initiated by the media, direct the inquiring media member to the
10 public records of the Action on file with the Court. Class Counsel will take all steps reasonably
11 necessary to ensure the Class Representative is aware of, and will ensure the Class Representative
12 will adhere to, the restriction against any media comment on the Settlement and its terms.

13 CONSTRUCTION

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

19 CAPTIONS AND INTERPRETATIONS

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

24 MODIFICATION

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

1 INTEGRATION CLAUSE

2 40. This Stipulation of Settlement and the Confidential Memorandum of Understanding
3 contain the entire agreement between the Parties relating to the Settlement and transaction
4 contemplated hereby, and all prior or contemporaneous agreements, understandings,
5 representations and statements, whether oral or written and whether by a Party or such Party's legal
6 counsel, are merged herein. No rights hereunder may be waived except in writing.

7 BINDING ON ASSIGNS

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

11 CLASS MEMBER SIGNATORIES

12 42. It is agreed that, because the Class Members and PAGA Members are so numerous,
13 it is impossible or impractical to have each Class Member and PAGA Member execute this
14 Stipulation of Settlement. The Class Notice will advise all Class Members and PAGA Members of
15 the binding nature of the release, and the release shall have the same force and effect as if this
16 Stipulation of Settlement were executed by each member of the Class.

17 COUNTERPARTS

18 43. This Stipulation of Settlement may be executed in counterparts and by facsimile
19 signatures, and when each Party has signed and delivered at least one such counterpart, each
20 counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken
21 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon
22 and effective as to all Parties.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
Defendant as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: 10/26/2023

DocuSigned by:



PRISCILLA MAGDALENO

Defendant

VISION F.S., INC.

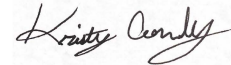
Dated: _____

By: _____
Authorized Officer or Agent

APPROVED AS TO FORM:

AEGIS LAW FIRM, PC

Dated: _____

By: 
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly

Attorneys for Plaintiff and
Class and PAGA Members

Dated: _____

JACKSON LEWIS P.C.

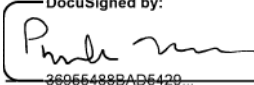
By: _____
Erika M. Barbara
Keelia K. Lee

Attorneys for Defendant
VISION F.S., INC.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant as of the date(s) set forth below:

Plaintiff and Class Representative

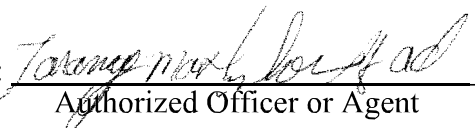
Dated: 10/26/2023

DocuSigned by:

PRISCILLA MAGDALENO

Defendant

VISION F.S., INC.

Dated: 10/30/2023

By: 
Authorized Officer or Agent

APPROVED AS TO FORM:

AEGIS LAW FIRM, PC

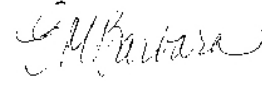
Dated: 10/26/2023

By: 
Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly

Attorneys for Plaintiff and
Class and PAGA Members

Dated: 11/1/2023

JACKSON LEWIS P.C.

By: 
Erika M. Barbara
Keelia K. Lee

Attorneys for Defendant
VISION F.S., INC.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

PRISCILLA L. MAGDALENO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DENNY’S, INC.; VISION F.S., INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0008100

**NOTICE OF PROPOSED CLASS ACTION
AND PAGA SETTLEMENT AND
HEARING DATE FOR
FINAL COURT APPROVAL OF
SETTLEMENT**

**ATTENTION: ALL PERSONS EMPLOYED BY VISION F.S., INC. AS NON-EXEMPT EMPLOYEES
IN CALIFORNIA FROM MARCH 16, 2018 TO JULY 18, 2023:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED
SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS
IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT
OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE
IN THE SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT
CLASS ON OR BEFORE [REDACTED].**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for the County of San Joaquin entered [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California in and for the County of San Joaquin on behalf of all persons currently and formerly employed by Vision F.S., Inc. (“Defendant”) as non-exempt employees in California from March 16, 2018 through July 18, 2023 (the “Settlement Class” or “Class Members”); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement.

All Class Members who worked any hours for Defendant in California during any pay period from September 9, 2021 through July 18, 2023 are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA Members”), and will be paid their PAGA Award and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement.

The “Released Parties” in the Action include: (i) Defendant; (ii) Defendant’s respective past, present and future direct and indirect subsidiaries and affiliates; (iii) the past, present and future shareholders, directors, officers, owners, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California during the Class Period and/or PAGA Period (defined below). This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

I. BACKGROUND OF THE CASE

On September 13, 2022, Plaintiff Priscilla Magdaleno filed a complaint against Defendant in the San Joaquin County Superior Court on behalf of herself and other non-exempt employees who worked for Defendant in California alleging claims of failure to pay minimum wages; failure to pay overtime wages; failure to provide meal periods; failure to permit rest periods; failure to reimburse business expenses; failure to provide accurate itemized wage statements; failure to pay wages timely during employment; failure to pay all wages due upon separation of employment; and violation of California Business and Professions Code section 17200 *et seq.* On March 3, 2023, Plaintiff filed a first amended complaint, which asserted the same claims and added a claim for penalties for wage and hour violations under the California Private Attorneys General Act (“PAGA”) (“Complaint”). The term “Action” means this putative class and representative action pending in San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0008100. The class period is from March 16, 2018 through July 18, 2023 (the “Class Period”). The PAGA period is from September 9, 2021 through July 18, 2023 (“PAGA Period”). Plaintiff’s Complaint seeks recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs. Defendant denies all claims and denies that Plaintiff and the Class Members and PAGA Members are entitled to any recovery.

The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties participated in a private mediation before mediator Gig Kyriacou on July 18, 2023. Based upon the Parties’ negotiations at mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a Class Action and PAGA Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$337,500.00 for all claims, attorneys’ fees and costs, enhancement award, penalties, and Settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one-third of the Maximum Settlement Amount which equals \$112,500.00, attorneys’ costs not to exceed \$25,000.00, an Enhancement Award to the Class Representative not to exceed \$7,500.00, the fees and expenses of the Settlement Administrator estimated not to exceed \$ [REDACTED], and \$20,000.00 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As

explained further below, the amount of each Class Member's Settlement Award will depend on the number of weeks worked by participating Class Members during the Class Period. Defendant's employer taxes on the wage portion of the Settlement Awards will be a separate obligation owed and payable by Defendant in addition to the Maximum Settlement Amount.

B. Settlement Formula and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as one-third (1/3) alleged unpaid wages for which IRS Forms W-2 will issue and two-thirds (2/3) for alleged unpaid penalties and interest for which IRS Form 1099-MISC will issue. Individual "PAGA Awards" for the PAGA Members will be paid from the Net PAGA Settlement Amount, after the required payment to the LWDA, as alleged penalties for which IRS Form 1099 will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendant's records. The Settlement Administrator or Defendant, based on Defendant's records, will calculate the number of workweeks for each Class Member during the Class Period. The number of weeks worked will be calculated by dividing by seven (7) the total number of days worked by the Class Member for Defendant as a non-exempt employee in California during the Class Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day as a Class Member, such Class Member will be credited with having worked one workweek for purposes of the Settlement.

According to Defendant's records, the total number of weeks you worked for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked for Defendant as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations, it is estimated your share of the Settlement Award will be \$[REDACTED], less applicable taxes and withholdings. Your share of the PAGA Award is estimated to be \$[REDACTED].

You do not need to do anything further to receive your payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section VI, below, of any changes to your mailing address for timely payment.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records

For each Class Member and PAGA Member, the amount payable to the Class Member and/or the PAGA Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. If a Class Member or PAGA Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member or PAGA Member. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative Complaint in the Action and any amendments thereto, as to the Class Members, including without limitation California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800 and 2802, California Industrial Commission Wage Orders, California Code of Regulations, title 8, section 11040 *et seq.*, California Code of Civil Procedure section 1021.5, and California Business and Professions Code section 17200 *et seq.*, and including all claims for or related to alleged unpaid wages, unpaid overtime or double time wages, unpaid minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, wage statements, payroll records and recordkeeping, expense reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively “Released Class Claims”), from March 16, 2018 through July 18, 2023 (“Class Release Period”). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers’ compensation, and claims outside the Released Class Claims.

The claims to be released by PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800 and 2802 and the wage orders of the California Industrial Welfare Commission and any other California Labor Code section or Wage Order based on the facts alleged in the Action (collectively “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members from September 9, 2021 through July 18, 2023 (“PAGA Release Period”) and for the entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates (cashes) their/his/her Settlement checks sent pursuant to this Settlement and regardless of whether any such PAGA Member opts out or attempts to exclude himself or herself from the Settlement.

E. Resolution of Workweek Disputes

If a Class Member or PAGA Member disputes the accuracy of Defendant’s records as to the number of workweeks or pay periods worked as a non-exempt employee of Defendant in California, any documentation supporting such dispute must be submitted to the Settlement Administrator. Defendant’s records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks or pay periods worked by an individual Class Member or PAGA Member as a non-exempt employee of Defendant in California. All workweek and pay period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

F. Enhancement Award for the Class Representative

Subject to approval by the Court, the Class Representative will receive an Enhancement Award of up to \$7,500.00. This payment will be made for her service as a Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of one-third of the Maximum Settlement Amount which equals \$112,500.00, and attorneys' costs not to exceed \$25,000.00. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Excluding Yourself from Class Action Portion of the Settlement

If you do not wish to participate in the Settlement, you may be excluded from being a Class Member (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and dates you were employed by Defendant as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by first-class U.S. mail, or the equivalent, to:

Telephone: _____

The Request for Exclusion must be postmarked no later than _____. If you submit a Request for Exclusion which is not postmarked by _____, your Request for Exclusion will be rejected, and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States, it must be sent through the United States Postal Service by first-class mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion. Please note you may only exclude yourself from the class action Settlement and not from the PAGA Settlement.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties.

B. Objection to Class Action Portion of the Settlement

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before the Court grants final approval of the Settlement. However, if the Court rejects your objection, you will still be bound by

the terms of the Settlement. To object, you may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for [REDACTED], [REDACTED] Department [REDACTED]. You must file the written objection and notice of intention to appear at the final approval hearing with the Office of the Clerk of the San Joaquin County Superior Court, 180 E. Weber Avenue, 2nd Floor, Stockton, California 95202, and send copies to the Settlement Administrator, and Counsel as follows:

CLASS COUNSEL

Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618

DEFENDANT'S COUNSEL

Erika M. Barbara
Keelia K. Lee
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, San Joaquin County Superior Court, 180 E. Weber Avenue, 2nd Floor, Stockton, California 95202, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than sixty (60) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through his or her own counsel, and object to the Settlement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the San Joaquin County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than sixty (60) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at [REDACTED] a.m./p.m. (Pacific Time) on [REDACTED], in Department [REDACTED], Superior Court of the State of California in and for the County of San Joaquin, 180 E. Weber Avenue, Stockton, California 95202, or such other later date as the Court may authorize.

You may also learn more about making a remote appearance in this matter by reviewing the webpage located at www.sjcourts.org/divisions/civil/.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

Upon Final Approval being granted by the Court, each and every Class Member who does not opt out of the Settlement will release Defendant and the Released Parties from the Released Class Claims as described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. Further, each and every PAGA Member will release Defendant and the Released Parties from the Released PAGA Claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department [REDACTED] of the Superior Court of the State of California in and for the County of San Joaquin, 180 E. Weber Avenue, Stockton, California 95202, on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than [REDACTED], and will be available for review after that date. The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant ("Stipulation of Settlement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Stipulation of Settlement, may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin County Superior Court, at 180 E. Weber Avenue, 2nd Floor, Stockton, California 95202. You may also visit [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Stipulation of Settlement, Class Notice, and Motions for Preliminary and Final Approval as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

Samuel A. Wong
Jessica L. Campbell
Kristy R. Connolly
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618

Telephone: (949) 379-6250
Facsimile: (949) 379-6251
E-mail: swong@aegislawfirm.com
E-mail: jcampbell@aegislawfirm.com
E-mail: kconnolly@aegislawfirm.com

You may also contact the Settlement Administrator:

[Name]
[Address]
[Phone Number]

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR
INFORMATION
REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**

BY ORDER OF THE SUPERIOR COURT

EXHIBIT B

AEGIS LAW FIRM, PC
SAMUEL A. WONG (SBN 217104)
JESSICA L. CAMPBELL (SBN 280626)
KRISTY R. CONNOLLY (SBN 328477)
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
E-mail: swong@aegislawfirm.com
E-mail: jcampbell@aegislawfirm.com
E-mail: kconnolly@aegislawfirm.com

Attorneys for Plaintiff Priscilla L. Magdaleno,
individually, and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

PRISCILLA L. MAGDALENO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DENNY’S, INC.; VISION F.S., INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0008100

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE J. ABDALLAH
DEPARTMENT 10A

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date:
Time:
Dept.: 10A
Judge: Hon. George J. Abdallah

Complaint Filed: September 13, 2022
FAC Filed: March 3, 2023
Trial Date: Not Set

Plaintiff Priscilla Magdaleno’s Motion for Preliminary Approval of Class Action and
PAGA Settlement (“Motion”) came before this Court on _____, in Department 10A
before the Honorable George J. Abdallah, presiding. The Court, having considered the papers
submitted in support of the Motion and good cause appearing therefor,

///

///

1 IT IS HEREBY ORDERED:

2 1. The Court grants preliminary approval of the Settlement and the Settlement Class
3 based upon the terms set forth in the Joint Stipulation of Class Action and PAGA Settlement and
4 Release Between Plaintiff and Defendant (“Stipulation of Settlement”) attached as Exhibit 1 to the
5 Declaration of Kristy R. Connolly in Support of Plaintiff’s Motion for Preliminary Approval of
6 Class Action and PAGA Settlement. All terms used herein shall have the same meaning as defined
7 in the Stipulation of Settlement.

8 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate
9 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to
10 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing
11 and final approval by this Court.

12 3. With respect to the Class and for purposes of proceeding pursuant to California Code
13 of Civil Procedure § 382 for approval of the settlement only, the Court finds on a preliminary basis
14 that (a) Class Members are ascertainable and so numerous that joinder of all Class Members is
15 impracticable; (b) there are questions of law and fact common to the Class that predominate over
16 any questions affecting only individual Class Members; (c) Plaintiff’s claims are typical of the
17 Class’ claims; (d) class certification is a superior method for implementing the Settlement and
18 adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly and
19 adequately protect the Class’ interests; and (f) Class Counsel are qualified to serve as counsel for
20 the Class.

21 4. A final fairness hearing on the question of whether the proposed Settlement,
22 attorneys’ fees and costs to Class Counsel, costs of administration, and Class Representative’s
23 Enhancement Award should be finally approved as fair, reasonable and adequate as to the members
24 of the Class is scheduled in Department 10A on the date and time set forth in the Implementation
25 Schedule in Paragraph 10 below.

26 5. This Court approves, as to form and content, the Notice of Proposed Class Action
27 and PAGA Settlement and Hearing Date for Final Court Approval of Settlement (“Class Notice”)
28

1 (Exhibit A.) The Court approves the procedure for Class Members to opt out of and to object to
2 the Settlement as set forth in the Stipulation of Settlement and Class Notice.

3 6. The Court directs the mailing of the Class Notice by first-class U.S. mail to the Class
4 Members in accordance with the Implementation Schedule set forth in Paragraph 10 below. The
5 Court finds the dates selected for the mailing and distribution of the Class Notice, as set forth in the
6 Implementation Schedule, meet the requirements of due process and provide the best notice
7 practicable under the circumstances and shall constitute due and sufficient notice to all persons
8 entitled thereto.

9 7. It is ordered that the Settlement Class is preliminarily certified for settlement
10 purposes only. The term “Settlement Class” shall mean the following: all persons employed by
11 Defendant in California as a non-exempt employee from March 16, 2018 through July 18, 2023.

12 8. The Court confirms Plaintiff Priscilla Magdaleno as Class Representative, and
13 Samuel A. Wong, Jessica L. Campbell and Kristy Connolly of Aegis Law Firm, PC as Class Counsel.
14 Class Counsel is authorized to act on behalf of the Settlement Class with respect to all acts or consents
15 required by, or which may be given pursuant to, the Settlement, and such other acts reasonably
16 necessary to consummate the Settlement. Any Class Member may enter an appearance either
17 personally or through counsel of such individual’s own choosing and at such individual’s own
18 expense. Any Class Member who does not enter an appearance or appear on his or her own will be
19 represented by Class Counsel.

20 9. The Court confirms the appointment of Apex as the Settlement Administrator.

21 10. The Court hereby preliminarily approves the definition and disposition of the
22 Maximum Settlement Amount and Net Settlement Amount and related matters provided for in the
23 Settlement, subject to modification at final approval.

24 11. To facilitate administration of the Settlement pending final approval, the Court
25 hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits or
26 administrative proceedings (including filing claims with the Division of Labor Standards
27 Enforcement of the California Department of Industrial Relations) regarding claims released by the
28 Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the

Settlement Administrator and the time for opting out of the class has elapsed.

12. Pending the Final Fairness Hearing and Final Approval, all proceedings in this Action, other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order, are hereby stayed.

13. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each of the Class Members for all matters relating to this Action, and this Settlement, including (without limitation) all matters relating to the administration, interpretation, effectuation, and/or enforcement of this Settlement and this Order.

14. The Court reserves the right to adjourn or continue the date of any hearing and all dates provided for in the Settlement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15. The Court orders the following Implementation Schedule for further proceedings:

a.	Deadline for Defendant to Submit Class Member and PAGA Member Information to Settlement Administrator	30 calendar days after Order Granting Preliminary Approval
b.	Deadline for Settlement Administrator to Mail Class Notice to Class Members and PAGA Members	21 calendar days after receiving Class Member and PAGA Member Information
c.	Deadline for Class Members to Postmark Requests for Exclusion	60 calendar days after mailing of Class Notice
d.	Deadline for Defendant to provide written Notice of Rescission of Settlement to Class Counsel (if applicable)	14 calendar days after the opt-out deadline
e.	Deadline for Receipt by Court, Settlement Administrator, and Counsel of any Objections to Settlement	60 calendar days after mailing of Class Notice
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Award	16 Court days before Final Approval Hearing
g.	Deadline for Settlement Administrator to file Declaration of Due Diligence and Proof of Mailing	16 Court days before Final Approval Hearing

h.	Final Fairness Hearing and Final Approval	Date: _____ Time: _____ Department: 10A
i.	Deadline for Defendant to fund settlement	30 calendar days after Effective Date
j.	Deadline for Settlement Administrator to mail Settlement Awards and Enhancement Award, and to wire transfer Attorneys' Fees and Costs (if Settlement is Effective)	35 calendar days after Effective Date
k.	Deadline for Class Members and PAGA Members to cash Settlement checks (if Settlement is Effective)	180 calendar days after Settlement Administrator mails Settlement Awards and Enhancement Award
l.	Deadline for Settlement Administrator to distribute uncashed Settlement checks amount to <i>cy pres</i> beneficiary (if Settlement is Effective)	14 calendar days after deadline for class members to cash Settlement checks
m.	Settlement Administrator to File Proof of Payment of Settlement Awards, Enhancement Award, Attorneys' Fees and Costs, <i>cy pres</i> payment, and payment to LWDA (if Settlement is Effective)	21 calendar days after deadline for Settlement Administrator to pay any unclaimed residue from uncashed Settlement checks to <i>cy pres</i> beneficiary

IT IS HEREBY ORDERED.

Dated: _____

Hon. George J. Abdallah
Judge of the Superior Court

EXHIBIT C

AEGIS LAW FIRM, PC
SAMUEL A. WONG (SBN 217104)
JESSICA L. CAMPBELL (SBN 280626)
KRISTY R. CONNOLLY (SBN 328477)
9811 Irvine Center Drive, Suite 100
Irvine, CA 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
E-mail: swong@aegislawfirm.com
E-mail: jcampbell@aegislawfirm.com
E-mail: kconnolly@aegislawfirm.com

Attorneys for Plaintiff Priscilla L. Magdaleno,
individually, and on behalf of all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

PRISCILLA L. MAGDALENO,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

DENNY’S, INC.; VISION F.S., INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2022-0008100

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE J. ABDALLAH
DEPARTMENT 10A

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

Date:
Time:
Dept.: 10A
Judge: Hon. George J. Abdallah

Complaint Filed: September 13, 2022
FAC Filed: March 3, 2023
Trial Date: Not Set

The above-referenced Class and Representative PAGA action (“Action”) having come before the Court on _____, in Department 10A before the Honorable George J. Abdallah, for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”), filed and entered _____, and as set forth in the Joint Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff and Defendant (“Stipulation of Settlement”) in this Action, and due and adequate notice having been

given to all Class Members and PAGA Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed, and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. All terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

2. Consistent with the definitions provided in the Stipulation of Settlement, the terms “Settlement Class” and “Class Members” shall mean the following: all persons employed by Defendant in California as a non-exempt employee from March 16, 2018 through July 18, 2023. The Settlement Class, however, shall not include any person who previously settled or released the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submitted a timely and valid Request for Exclusion as provided in this Settlement. The “Class Period” shall be March 16, 2018 through July 18, 2023. All Class Members who worked any hours for Defendant in California during any pay period from September 9, 2021 through July 18, 2023 are aggrieved employees with respect to the California Private Attorneys General Act (“PAGA”) (“PAGA Members”), and will be paid their PAGA Award and release the Released PAGA Claims regardless of whether they submit a timely and valid Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims (defined below). For purposes of the Settlement and this Final Order, “Released Parties” as referenced herein and as released in the Settlement shall collectively mean: (i) Defendant; (ii) Defendant’s respective past, present and future direct and indirect subsidiaries and affiliates; (iii) the past, present and future shareholders, directors, officers, owners, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

3. This Court has jurisdiction over the subject matter of this Action and, for settlement purposes only, over all Parties to this Action, including all Class Members and PAGA Members.

///

1 4. Distribution of the Class Notice directed to the Class Members and PAGA Members
2 as set forth in the Stipulation of Settlement and the other matters set forth therein has been
3 completed in conformity with the Preliminary Approval Order, including notice to all Class
4 Members and PAGA Members who could be identified through reasonable effort, and is the best
5 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
6 the proceedings and of the matters set forth therein, including the proposed Settlement set forth in
7 the Stipulation of Settlement, to all persons entitled to such Class Notice, and the Class Notice fully
8 satisfied the requirements of due process. All Class Members, PAGA Members, Released Class
9 Claims, and Released PAGA Claims are covered by and included within the Settlement and this
10 Final Order.

11 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
12 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
13 that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and
14 applicable requirements for final approval of this Settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil
16 Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971)
17 4 Cal.3d 800, 821.

18 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
19 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
20 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
21 reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court
22 further finds that the Parties have conducted extensive investigation and research, and counsel for
23 the Parties are able to reasonably evaluate their respective positions. The Court also finds that
24 Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
25 that would be presented by the further prosecution of the Action. The Court has reviewed the
26 benefits that are being granted as part of the Settlement and recognizes the significant value to the
27 Class Members and PAGA Members. The Court also finds that the Class is properly certified as
28 a class for settlement purposes only.

7. As of the date of entry of this Final Order, each and every Released Class Claim (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member is and shall be deemed to be conclusively released as against the Released Parties. As of the date of this Final Order, the Class Representative and each and every Class Member who have not submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from prosecuting the Released Class Claims, except as to such rights or claims as may be created by the Settlement, against Defendant and the Released Parties from any and all claims under state, federal and local law ultimately alleged in this Action and that reasonably could have been alleged in this Action based on the factual allegations contained in the operative Complaint in this Action and any amendments thereto, as to the Class Members, including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800 and 2802, California Industrial Commission Wage Orders, California Code of Regulations, title 8, section 11040 *et seq.*, California Code of Civil Procedure section 1021.5, and California Business and Professions Code section 17200 *et seq.*, and including all claims for or related to alleged unpaid wages, unpaid overtime or double time wages, unpaid minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, payroll deductions, wage statements, payroll records and recordkeeping, expense reimbursement, failure to pay additional 401(k) benefits and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively “Released Class Claims”), from March 16, 2018 through July 18, 2023 (“Class Release Period”). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers’ compensation, and claims outside the Released Class

1 Claims. The release of claims shall not include any claims that cannot be released as a matter of
2 law. In addition, as of the date of this Final Order, the Class Representative and each member of
3 the Settlement Class who has not submitted a valid Request for Exclusion, are forever barred and
4 enjoined from instituting or accepting damages or obtaining relief for the Released Class Claims
5 against the Released Parties for any period from March 16, 2018 through July 18, 2023.

6 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
7 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
8 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
9 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
10 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
11 the LWDA letter, including but not limited to all claims arising under the California Labor Code,
12 including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
13 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2699, 2699.3, 2699.5, 2800
14 and 2802 and the wage orders of the California Industrial Welfare Commission and any other
15 California Labor Code section or Wage Order based on the facts alleged in the Action (collectively
16 “Released PAGA Claims”). The Settlement shall release and bar all Released PAGA Claims by or
17 on behalf of Plaintiff and all PAGA Members from September 9, 2021 through July 18, 2023
18 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless of whether Plaintiff
19 and/or a PAGA Member negotiates (cashes) their/his/her settlement checks sent pursuant to the
20 Settlement, and regardless of whether any such PAGA Member opts out or attempts to exclude
21 himself or herself from the Settlement.

22 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
23 is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding
24 of the validity of any claims in this Action, or of any wrongdoing by Defendant or any of the other
25 Released Parties. Neither this Final Order, nor the Stipulation of Settlement, nor any document
26 referred to herein, nor any action taken to carry out the Stipulation of Settlement may be construed
27 as, or may be used as, an admission by or against Defendant, or any of the other Released Parties,
28 of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation

1 of Settlement, and any negotiations or proceedings related thereto, shall not in any event be
2 construed as, or deemed to be evidence of, an admission or concession with regard to the denials
3 or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence
4 in any action or proceeding in any court, administrative agency or other tribunal for any purpose
5 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
6 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
7 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
8 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
9 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
10 *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the
11 Released Class Claims and the Released PAGA Claims.

12 10. The Court hereby enters judgment in the entire Action as of the filing date of this
13 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
14 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
15 interpretation, implementation and enforcement of the Settlement and all orders entered in
16 connection therewith pursuant to California Code of Civil Procedure section 664.6.

17 11. The Court finds the settlement payments provided for under the Settlement to be fair
18 and reasonable in light of all of the circumstances. The Court orders the calculations and the
19 payments to be made and administered in accordance with the terms of the Settlement.

20 12. The Court hereby confirms Samuel A. Wong, Jessica L. Campbell and
21 Kristy R. Connolly of Aegis Law Firm, PC as Class Counsel in this Action.

22 13. The Court further finds that the common fund doctrine is applicable to this Action
23 because there is a sufficiently identifiable class of beneficiaries (“the Class”), the benefits can be
24 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
25 Settlement Class, and the fee can be shifted with exactitude to those benefiting as the fee request is
26 a specific, lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25,
27 34-35. The Court finds the attorneys’ fees request of one-third of the common fund to be appropriate
28 compensation for Class Counsel. The attorneys’ fees request is within the range that has been

1 approved by other courts in similar cases and reasonable in light of the circumstances of this Action,
2 the substantial and beneficial results obtained on behalf of the Settlement Class, and the contingent
3 nature of the recovery over the course of this Action, which included potential loss at summary
4 judgment, certification and/or trial proceedings. Pursuant to the terms of the Settlement, and the
5 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
6 Counsel attorneys' fees in the amount of \$112,500.00 and litigation costs and expenses in the
7 amount of \$_____ from the Maximum Settlement Amount as final payment for and complete
8 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
9 any other person or entity related to this Action. The Court further orders that the award of
10 attorneys' fees and litigation costs and expenses set forth in this Paragraph shall be administered
11 pursuant to the terms of the Stipulation of Settlement and made payable to and deposited into the
12 bank account of "Aegis Law Firm, PC" as Class Counsel in this Action.

13 14. The Court also hereby approves and orders payment of an Enhancement Award to
14 Plaintiff and Class Representative Priscilla Magdaleno in the amount of \$7,500.00 from the
15 Maximum Settlement Amount.

16 15. The Court also hereby approves and orders payment in the amount of \$15,000.00
17 from the Maximum Settlement Amount for PAGA penalties, payable to the California Labor and
18 Workforce Development Agency.

19 16. The Court also hereby approves and orders payment from the Maximum Settlement
20 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
21 _____, in the amount of \$_____.

22 17. The Court also hereby approves and orders that any residue from uncashed
23 settlement award checks after the expiration date will be paid out to Koinonia Family Services, as
24 the *cy pres* recipient, pursuant to California Code of Civil Procedure section 384(b); any residue
25 received by Koinonia Family Services shall be used solely for child advocacy programs within the
26 State of California pursuant to Code of Civil Procedure section 384(b).

27 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
28 constitutes a fair, adequate and reasonable compromise of the Released Class Claims and Released

1 PAGA Claims against Defendant and the Released Parties.

2 19. Provided the Settlement becomes effective under the terms of the Stipulation of
3 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
4 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
5 Implementation Schedule within the Preliminary Approval Order.

6 20. The Court also hereby finds that there were no objections to the Settlement raised
7 by any person on the record at the hearing on the Final Approval Order.

8 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY**
9

10 Dated: _____

11 _____
12 Hon. George J. Abdallah
13 Judge of the Superior Court
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28