

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
3 MICHAEL JONES, ESQ. (SBN 312831)
michael@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429

7 Attorneys for Plaintiff AUSTIN EASLEY, as an individual and on
8 behalf of all others similarly situated

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

12
13 AUSTIN EASLEY, as an individual on
behalf of himself and on behalf of all others
14 similarly situated,

15 Plaintiff,

16 vs.

17 PARADISE DYNASTY LLC, a Delaware
18 limited liability company; PARADISE
GROUP HOLDINGS USA INC., a
19 Delaware corporation; PARADISE RAMEN
20 LLC, a Delaware limited liability company;
DPPA GROUP INC, a California
21 corporation; and DOES 1-100, inclusive,

22 Defendants.
23
24
25
26
27
28

Case No.: 30-2022-01291762-CU-OE-CXC

Assigned for All Purposes to:
Hon. Lon F. Hurwitz
Dept. CX-103

SUPPLEMENTAL DECLARATION OF
JAMIE K. SERB IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: September 20, 2024

Time: 1:30 p.m.

Dept.: CX-103

1 **SUPPLEMENTAL DECLARATION OF JAMIE K. SERB**

2 I, JAMIE K. SERB, Declare:

3 1. I am an attorney duly licensed to practice in California and before this Court, and I
4 am a partner with Crosner Legal PC, counsel of record for plaintiff Austin Easley. I make this
5 supplemental declaration in support of Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement. If called to testify as to the within facts, I would and could competently do so.

7 2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the
8 Parties' Second Amended Settlement Agreement and Stipulation to Resolve Class Action and
9 PAGA Claims (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a redline of the
10 Settlement Agreement reflecting the changes made. Attached hereto as Exhibit 3 is a true and
11 correct copy of the revised class notice, and attached as Exhibit 4 is a redline of the class notice
12 reflecting the changes made. Attached hereto as Exhibit 5 is a true and correct copy of the
13 LWDA's acknowledgment of receipt of the supplemental materials to the proposed settlement.

14 3. After meeting and conferring with Defendant, the Parties estimate there are
15 approximately 267 Aggrieved Employees.

16 4. I estimate the class awards will range from about \$11.87 (for a class member with
17 one work week) to about \$1,211 (for a class member who worked the entire class period). I
18 estimate the PAGA awards will range from about \$0.45 to about \$39.33.

19 5. Accounting for the litigation risks addressed in the moving papers, we applied the
20 following discounts to the theoretical maximum penalties: Unpaid Wages/Edited Time Records –
21 50%, or \$8,520; Unpaid Wages/Off the Clock on Lunch Breaks 75% or \$34,375; Meal Break
22 Violations 75% or \$86,900; Rest Period Violations 90% or \$76,140; Wage Statement Violations
23 80% or \$97,640; Business Expenses Violations 90% or \$5,730; Failure to Pay Final Wages 80%
24 or \$123,100. Application of these risk assessments leaves an estimated recovery after trial of about
25 \$432,405.00, and the GSA accordingly represents about 67% of the estimated recovery after trial.

26 6. Crosner Legal does not have any fee sharing agreements with any other attorney or
27 law firm with respect to this matter.

1 7. Plaintiff's release in the initial settlement agreement, which included a release of
2 claims outside of these alleged in the operative complaint and PAGA notice letter, has been
3 removed from the Settlement Agreement, and the Parties entered into a separate individual
4 settlement agreement for Plaintiff that includes a full general release of claims and waiver of Civil
5 Code section 1542, in exchange for consideration of \$10,000. A true and correct, fully-executed
6 copy of the individual settlement agreement is attached hereto as Exhibit 6. As a result the
7 Settlement Agreement now reflects a Gross Settlement Amount of \$290,000.00, Plaintiff will not
8 seek an enhancement award, and Plaintiff's counsel will request a fee award of no more than 1/3
9 of the revised GSA, or \$96,666.67. The class notice has been revised to reflect these changes.

10 8. The escalator clause has been revised to reflect "work weeks" instead of "pay
11 periods."

12 For all the foregoing reasons, as well as those set forth in the moving papers, I respectfully
13 request the Court grant preliminary approval to the settlement.

14
15 Dated: September 6, 2024

CROSNER LEGAL, PC

16
17
18 By: _____

Jamie K. Serb, Esq.

Zachary M. Crosner, Esq.

Attorneys for Plaintiff AUSTIN EASLEY

EXHIBIT

1

1 Jamie K. Serb (SBN 289601)
jamie@crosnerlegal.com
2 Zachary M. Crosner (SBN 272295)
zach@crosnerlegal.com
3 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd., Suite 301
4 Beverly Hills, CA 90210
Tel: (866) 276-7637
5 Fax: (310) 510-6429

6 Attorneys for Plaintiff
AUSTIN EASLEY, as an individual and on
7 behalf of all others similarly situated

8 RUTAN & TUCKER, LLP
Edson K. McClellan (State Bar No. 199541)
9 emcclellan@rutan.com
Noell C. Rice (State Bar No. 321855)
10 nrice@rutan.com
18575 Jamboree Road, 9th Floor
11 Irvine, CA 92612
Telephone: 714-641-5100
12 Facsimile: 714-546-9035

13 Attorneys for Defendants
PARADISE DYNASTY LLC; PARADISE
14 GROUP HOLDINGS USA INC.; PARADISE
RAMEN LLC; and DPPA GROUP INC.
15

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF ORANGE
18

19 AUSTIN EASLEY, as an individual on behalf
of himself and on behalf of all others similarly
20 situated,

21 Plaintiff,

22 vs.

23 PARADISE DYNASTY LLC, a Delaware
limited liability company; PARADISE GROUP
24 HOLDINGS USA INC., a Delaware
corporation; PARADISE RAMEN LLC, a
25 Delaware limited liability company; DPPA
GROUP INC, a California corporation; and
26 DOES 1-100, inclusive,

27 Defendants.
28

Case No. 30-2022-01291762-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
JUDICIAL OFFICER: LON F. HURWITZ
DEPARTMENT: CX-103

**SECOND AMENDED SETTLEMENT
AGREEMENT AND STIPULATION TO
RESOLVE CLASS ACTION AND PAGA
CLAIMS**

Date Action Filed: November 15, 2022
Trial Date: None

1 This Second Amended Settlement Agreement and Stipulation To Resolve Class Action and
2 PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to
3 resolve the action entitled *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange County Superior
4 Court Case No. 30-2022-01291762-CU-OE-CXC.

5 **DEFINITIONS**

6 1. **Action**. “**Action**” means *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange
7 County Superior Court Case No. 30-2022-01291762-CU-OE-CXC.

8 2. **Agreement or Settlement or Settlement Agreement**. “**Agreement**” or “**Settlement**”
9 or “**Settlement Agreement**” means this Amended Settlement Agreement and Stipulation To
10 Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Action.

11 3. **Aggrieved Employees**. “**Aggrieved Employees**” means all non-exempt, hourly-paid
12 employees of Defendant Paradise Dynasty LLC employed in California at any time during the
13 PAGA Period.

14 4. **Attorneys’ Fees and Costs**. “**Attorneys’ Fees and Costs**” means the amount
15 authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
16 resolution of the matter, in the amount that does not exceed 33.33% percent of the Gross Settlement
17 Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this
18 Action, in an amount to not to exceed \$17,000.00.

19 5. **Class or Class Members**. “**Class**” or “**Class Members**” means all non-exempt,
20 hourly-paid employees of Defendant Paradise Dynasty LLC employed in California at any time
21 during the Class Period.

22 6. **Class Counsel**. “**Class Counsel**” means Zachary M. Crosner and Jamie K. Serb of
23 Crosner Legal, PC.

24 7. **Class Notice**. “**Class Notice**” means the Notice of Class Action Settlement, attached
25 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

26 8. **Class Period**. “**Class Period**” means the period from July 12, 2021, through July 2,
27 2023.

1 9. Court. “**Court**” means Orange County Superior Court, where the Action is currently
2 pending.

3 10. Defendants. “**Defendants**” means defendants Paradise Dynasty LLC; Paradise
4 Group Holdings USA, Inc.; and DPPA Group, Inc.

5 11. Defendants’ Counsel. “**Defendants’ Counsel**” means Edson K. McClellan and
6 Noell C. Rice of Rutan & Tucker, LLP.

7 12. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
8 65th day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
9 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
10 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
11 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
12 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
13 and Judgment as set forth in this Agreement.

14 13. Employer Payroll Taxes. “**Employer Payroll Taxes**” means Defendant Paradise
15 Dynasty LLC’s share of the payroll taxes associated with the wage portion of the Individual
16 Settlement Payments, which Defendant Paradise Dynasty LLC will pay separately from the Gross
17 Settlement Amount.

18 14. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
19 hearing on final approval of the Settlement.

20 15. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
21 granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will
22 submit to the Court with the motion for final approval of the Settlement.

23 16. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
24 payment Defendant Paradise Dynasty LLC has agreed to make under this Agreement, with the
25 exception of Employer Payroll Taxes. The Gross Settlement Amount is \$290,000.00, unless
26 escalated pursuant to Paragraph 47.

27 17. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
28 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

1 18. Individual Settlement Payment. “**Individual Settlement Payment**” means the
2 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
3 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
4 and the Individual PAGA Payment to the extent an employee is eligible.

5 19. Named Plaintiff or Plaintiff. “**Named Plaintiff**” or “**Plaintiff**” means plaintiff
6 Austin Easley.

7 20. Notice Period. “**Notice Period**” means the time period commencing on the date the
8 Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed
9 to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45
10 days after remailing, whichever is later.

11 21. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
12 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
13 Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and
14 Settlement Administration Costs.

15 22. PAGA Claims. “**PAGA Claims**” means, for the duration of the PAGA Period,
16 claims for penalties under the California Private Attorneys’ General Act (California Labor Code §
17 2698, *et seq.*) (“**PAGA**”) that arise from the facts, matters, transactions or occurrences alleged in
18 the Action or that could have been alleged in the Action based on such facts. Without limiting the
19 foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the
20 alleged: failure to provide meal periods or compensation in lieu thereof; failure to provide rest
21 periods or compensation in lieu thereof; failure to pay minimum wages; failure to pay overtime
22 wages; failure to maintain accurate records; standard conditions of labor violations; refusal to make
23 payments; statutory wage violations; unreimbursed business expenses; inaccurate itemized wage
24 statements; failure to provide paid sick leave and supplemental sick leave; failure to provide proper
25 notice of paid sick leave rights; failure to timely pay all wages upon separation of employment;
26 failure to produce records; failure to provide suitable resting facilities; seating violations; unlawful
27 deductions; failure to pay vested vacation wages; unlawful tip pooling; and unlawful criminal
28 inquiries; violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 221-223,

225.5, 226, 226.6, 226.7, 227.3, 233, 234, 246, 247.5, 245, 248.5, 256, 351-353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5; and related violations of the applicable California Wage Orders. The PAGA Claims excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

23. PAGA Amount. "**PAGA Amount**" means the amount of \$20,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$15,000.00) will be paid to the LWDA as the "**LWDA Payment**," and the remaining 25% (\$5,000.00) will be allocated to the Aggrieved Employees as the "**PAGA Payment**."

24. PAGA Period. "**PAGA Period**" means January 2, 2022, through July 2, 2023.

25. Parties. "**Parties**" means Defendants and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a "**Party**."

26. Participating Class Member. "**Participating Class Member**" means each Class Member who has not timely opted out of the Settlement pursuant to this Agreement, and "**Settlement Class**" means a class of all Participating Class Members.

27. Preliminary Approval Order. "**Preliminary Approval Order**" means an order from the Court preliminarily approving this Settlement.

28. Released Parties. "**Released Parties**" means and includes Defendant Paradise Dynasty LLC and its current and former parents (including, but not limited to, Paradise Group Holdings USA, Inc. and DPPA Group, Inc.), predecessors or successors, holding companies, affiliated companies or entities (including, but not limited to, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, attorneys, and agents).

29. Released Claims. "**Released Claims**" means: For the duration of the Class Period, any and all claims, known or unknown, contingent or accrued, against Defendant Paradise Dynasty

1 LLC and the other Released Parties that have been, or reasonably could have been, asserted against
2 Defendant Paradise Dynasty LLC or any of the other Released Parties based on the facts, matters,
3 transactions or occurrences alleged in the Action and arising during the Class Period, including,
4 without limiting the foregoing, claims for: failure to pay minimum wages and liquidated damages;
5 failure to pay overtime; failure to provide meal periods or premium pay in lieu thereof; failure to
6 provide rest breaks or premium pay in lieu thereof; inaccurate itemized wage statements; failure to
7 timely pay wages upon separation; unreimbursed business expenses; and unfair competition in
8 relation to the foregoing claims; violations of California Labor Code §§ 201, 202, 203, 204, 210,
9 218.5, 226, 226.6, 226.7, 256, 510, 512, 1024.5, 1174, 1194, 1194.2, 1197, 1198, 2802; the
10 applicable California Wage Orders, and all related or corresponding federal laws; violation of
11 California Business and Professions Code § 17200 *et seq.*; related violations of the applicable
12 California Wage Orders; and violations of all related or corresponding federal laws in connection
13 with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in
14 the Action. The Released Claims excludes claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers' compensation claims, FEHA-related
16 claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

17 30. Settlement Administration Costs. “**Settlement Administration Costs**” means the
18 costs of settlement administration, including costs of notice to Class Members, distributing
19 settlement payments, and any other fees and costs incurred or charged by the Settlement
20 Administrator in connection with the execution of its duties under this Settlement.

21 31. Settlement Administrator. “**Settlement Administrator**” means Simpluris or such
22 other third-party administrator chosen by the Parties and approved by the Court.

23 32. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
24 Date at which the Court will determine whether to fully and finally approve the fairness and
25 reasonableness of this Agreement.

26 ///

27 ///

28 ///

RECITALS

33. On November 15, 2022, the Named Plaintiff filed a Class Action Complaint (the “**Complaint**”) against Defendants in a case entitled *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC. The Complaint alleges that Defendants violated various wage-and-hour laws and includes claims for: (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

34. On November 16, 2022, the Named Plaintiff submitted a PAGA Notice to the LWDA.

35. On March 8, 2023, the Named Plaintiff filed a First Amended Complaint (“FAC”) asserting, in addition to the claims alleged in the Complaint, claims for civil penalties pursuant to PAGA, based on the same claims alleged in the Named Plaintiff’s PAGA Notice, including all class claims already alleged, as well as record keeping violations, failure to produce records, suitable resting and seating violations, violation of standard conditions of labor, refusal to make payment, unlawful deductions, statutory wage violations, sick leave and supplemental sick leave violations, vacation wages, tip pooling, and unlawful agreements.

36. On May 3, 2023, the Parties participated in a mediation with Steve Cerveris of Cerveris Mediation serving as the mediator. The Parties were unable to settle at mediation; however, Mr. Cerveris continued to work with the Parties after the mediation. Ultimately, Mr. Cerveris submitted a mediator’s proposal to the Parties, which the Parties accepted.

37. Defendants deny that any of them engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendants further deny that any of them have any liability of any kind associated with the claims alleged in the Action. Defendants contend that they all have fully complied with

1 both federal and state wage-and-hour laws, and all other laws regulating its relationship with the
2 Named Plaintiff, the Class Members, and the Aggrieved Employees.

3 38. Class Counsel has investigated the facts relating to the Action. Settlement
4 discussions were conducted at arm's-length, and the Settlement is the result of an informed and
5 detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks
6 associated with continued litigation. Based on the documents and records produced, as well as Class
7 Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement
8 documented by this Settlement Agreement is fair, reasonable, and adequate, and is in the best
9 interest of the Class in light of all known facts and circumstances, including the risk of significant
10 delay and defenses asserted to the merits of the Action. While Defendants specifically deny any
11 liability in the Action, Defendants have agreed to enter into this Settlement to avoid the costs
12 associated with defending the Action.

13 39. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
14 any other pending matter or action asserting claims that will be extinguished or affected by the
15 Settlement Agreement.

16
17 **TERMS AND CONDITIONS**

18 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
19 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
20 the consideration and undertakings set forth below, the Named Plaintiff, individually and on behalf
21 of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
22 California, and Defendants agree that the Action shall be and is finally and fully compromised and
23 settled on the following terms and conditions:

24 40. Dismissal of Paradise Ramen, LLC. As part of the settlement and within ten (10)
25 calendar days after the Parties have executed this Agreement, Plaintiff will file an application
26 requesting dismissal, without prejudice, of Paradise Ramen, LLC from the Action.

27 41. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Agreement, Defendant Paradise Dynasty LLC and the other Released
2 Parties do not admit, and specifically deny, that they have violated any federal, state, or local law;
3 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
4 laws, regulations or legal requirements; breached any contract; violated or breached any duty;
5 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
6 respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or
7 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
8 concession by Defendant Paradise Dynasty LLC or any of the other Released Parties of any such
9 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
10 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
11 or received as evidence in any action or proceeding to establish any liability or admission on the
12 part of any of the Defendants or to establish the existence of any condition constituting a violation
13 of, or non-compliance with, any federal, state, local or other applicable law.

14 42. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
15 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure section
16 382, and (b) the Action may proceed as a PAGA representative action.

17 a. The Parties intend their settlement to be contingent upon the preliminary and
18 final approval of each and every term of this Agreement, without material modification. The Parties
19 and their respective counsel shall use their respective best efforts to obtain Court approval and
20 implement this Agreement in accordance with its terms. If the Court does not so approve this
21 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
22 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
23 unenforceable, in which event the settlement terms set forth in this Agreement, including any
24 modifications made with the consent of the Parties, and any action taken or to be taken in connection
25 with this Agreement shall be terminated and shall become null and void and have no further force
26 or effect, and the class certified for settlement purposes pursuant to this Agreement will be
27 decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of
28 the Settlement Administrator's fees, if any, in an equal amount.

1 b. In the event the Court does not grant preliminary or final approval of the
2 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
3 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
4 court orders, and proceedings relating to the Agreement shall be without prejudice to the rights of
5 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall
6 be restored to their respective positions existing prior to the execution of this Agreement, and
7 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
8 the Action or any other litigation. Defendants do not waive, and instead expressly reserve, all of
9 their rights to challenge the propriety of class certification and/or the Action proceeding on a
10 representative basis for any purpose should the Court not grant preliminary or final approval of the
11 Parties' settlement.

12 43. Participating Class Members' Release Of Claims. Upon the funding of the Gross
13 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
14 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
15 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
16 and all of the Released Parties from the Released Claims that arose during the Class Period.

17 a. This release by the Named Plaintiff and each Participating Class Member is
18 intended to settle any and all of the Released Claims that any of them may have against Defendant
19 Paradise Dynasty LLC or any of the Released Parties during the Class Period.

20 b. Because it is impossible or impracticable to have each Class Member execute
21 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
22 and such notice will have the same force and effect as if the Agreement were executed by each Class
23 Member.

24 44. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA
25 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
26 California and all Aggrieved Employees (to the maximum extent permitted by law), and on behalf
27 of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns
28 will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to

1 effectuate the Settlement to the Settlement Administrator, forever completely release and
2 discharge Defendant Paradise Dynasty LLC and each of the Released Parties from the PAGA
3 Claims that arose during the PAGA Period. The Aggrieved Employees and the State of California
4 will be deemed by operation of the Final Order and Judgment to have agreed not to sue or
5 otherwise make a claim against Defendant Paradise Dynasty LLC and any of the Released Parties
6 for the PAGA Claims that arose during the PAGA Period, to the extent permissible by law. The
7 Aggrieved Employees will have no right to opt-out of the PAGA portion of this Settlement.

8 45. No Prior Assignments. The Named Plaintiff represents and warrants that he has not
9 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
10 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
11 released and discharged by this Agreement.

12 46. Settlement Payments And Calculation Of Claims. Subject to final Court approval
13 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
14 promises set forth in this Agreement, Defendant Paradise Dynasty LLC agrees to pay the Gross
15 Settlement Amount, which is \$290,000.00 unless escalated pursuant to Paragraph 47, in three
16 installments. The Gross Settlement Amount includes payments to be made to Participating Class
17 Members, Class Counsel's Attorneys' Fees and Costs, an Enhancement Award to the Named
18 Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. The Parties agree that
19 if the Settlement is not approved, in whole or in part, because a court determines that the amount
20 allocated to the PAGA Settlement (\$20,000.00) should increase, the portion of the Settlement Fund
21 allocated for payment to the Class shall decrease to account for any increase required for the PAGA
22 Amount such that the Gross Settlement Amount does not exceed \$290,000.00, unless escalated
23 pursuant to Paragraph 47. For the avoidance of doubt, subject to the conditions set forth in this
24 Agreement, Defendants collectively shall not be required to pay any amount over \$290,000.00 for
25 this Settlement, unless escalated pursuant to Paragraph 47, apart from the Employer Payroll Taxes,
26 which Defendant Paradise Dynasty LLC will pay in addition to the Gross Settlement Amount. The
27 following table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$290,000.00, Allocated As Follows:

- **\$20,000.00** for the PAGA Payment
 - **\$15,000.00** for the LWDA Payment
 - **\$5,000.00** for payments to Aggrieved Employees on a *pro rata* basis (i.e., Individual PAGA Payment)
- Class Counsel Attorneys' Fees not to exceed **\$96,666.67**
- Class Counsel Costs not to exceed **\$17,000.00**
- Settlement Administration Costs, not to exceed **\$10,500.00**
- Approximately **\$145,833.33** paid to Class Members on a *pro rata* basis (i.e., Participating Class Member Payment)

47. Settlement Escalator. The Settlement is based on the representation that there were no more than 12,151 workweeks worked by the Class Members during the period from July 12, 2021 to July 2, 2023. If that number of workweeks worked by all Class Members during the Class Period is ultimately determined to exceed 13,336 (i.e., increases by more than 10%), Defendants will pay a proportional increase in the Gross Settlement Amount for each additional workweek over 13,336.

48. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third percent (33.33%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 47, equals \$96,666.67. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of \$17,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 48.a. Except as provided in this Paragraph 48.a, each Party will bear its or his own attorneys' fees, costs, and

1 expenses incurred in the prosecution, defense, or settlement of the Action. If the Court awards a
2 lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded
3 will be part of the distribution to the Participating Class Members as set forth in this Agreement and
4 shall not be a reason to invalidate/terminate this Agreement.

5 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
6 will apply to the Court for approval of Settlement Administration Costs not to exceed the amount
7 of \$10,500.00. These costs are included in, and shall come from, the Gross Settlement Amount. If
8 the actual amount of the Settlement Administration Costs is less than \$10,500.00, the difference
9 between \$10,500.00 and the actual Settlement Administration Costs shall be a part of the Net Class
10 Settlement Amount. If the Settlement Administration Costs exceed \$10,500.00 then such excess
11 will be paid solely from the Gross Settlement Amount, subject to the Court's approval, and none of
12 the Defendants will be responsible for paying any additional funds in order to pay these additional
13 costs.

14 c. PAGA Amount: At the final approval hearing, Class Counsel will apply to
15 the Court for approval of the PAGA Amount of \$20,000.00 for claims for civil penalties asserted
16 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
17 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$15,000.00) will be
18 paid to the LWDA as the "**LWDA Payment**," and the remaining 25% (\$5,000.00) will be allocated
19 to the Aggrieved Employees as the "**PAGA Payment**." The portion of the PAGA Payment
20 allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth
21 in Paragraph 48.d, but will be limited to weeks worked during the PAGA Period. Any Class
22 Members who worked during the PAGA Period and who opt out of the Settlement will still be
23 considered Aggrieved Employees for purposes of this Paragraph 48.c and, therefore, will (i) receive
24 their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA
25 Claims against the Released Parties.

26 d. Individual Settlement Payments. The Individual Settlement Payments shall
27 consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement
28

1 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved
2 Employee’s *pro rata* portion of the PAGA Payment (*i.e.*, the Individual PAGA Payment).

3 i) Participating Class Member Payment: After deducting the approved
4 amounts specified in Paragraphs 48.a-c above, each Participating Class Member will be entitled to
5 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
6 calculated from the Net Class Settlement Amount based on the respective number of weeks worked
7 by each Participating Class Member in a non-exempt position during the Class Period, rounded up.
8 Each Participating Class Member’s share of the Net Class Settlement Amount will be calculated by
9 dividing the Participating Class Member’s weeks worked in a non-exempt position by the total
10 number of weeks worked by all Class Members in a non-exempt position during the Class Period
11 and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the
12 number of weeks that the Class Member worked during the Class Period and the amount the Class
13 Member is estimated to receive under the terms of the Settlement.

14 ii) Individual PAGA Payment: For each Aggrieved Employee, the
15 Individual Settlement Payment will also include the Class Member’s *pro rata* share of the PAGA
16 Payment, as set forth in Paragraph 48.c (the Individual PAGA Payment).

17 e. The Parties acknowledge and agree that the formula used to calculate the
18 Individual Settlement Payments (including the Participating Class Member Payments and Individual
19 PAGA Payments) does not mean that all of the elements of damages, restitutionary relief, and
20 penalties alleged in the Action are not being taken into account. The above formula was devised as
21 a practical and logistical method to simplify the participation process.

22 f. Participating Class Member Payments shall be distributed only to
23 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
24 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
25 *rata* basis based on the formula set forth in Paragraph 48.d. Individual PAGA Payments will be
26 distributed to all Aggrieved Employees.

27 g. The Parties agree that under no circumstances shall any of the Defendants be
28 obligated to pay any amount under this Agreement to any Class Member other than Participating

1 Class Members, with the exception of the Individual PAGA Payments which are not affected by a
2 Class Member opting-out of the Settlement. In addition, the Parties agree that under no
3 circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full
4 settlement of the Action, other than any applicable Employer Taxes.

5 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
6 Participating Class Members under this Agreement, including the Individual PAGA Payments made
7 to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
8 plans to which any Participating Class Member or Aggrieved Employees may be eligible for,
9 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
10 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
11 intention that this Agreement will not affect any rights, contributions, or amounts which any
12 Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

13 50. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
14 Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after
15 applicable state and federal tax withholdings, including payroll taxes, have been deducted.

16 a. The Participating Class Member Payments shall be reported as follows:
17 (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and
18 will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount
19 distributed to each Participating Class Member will be considered interest on the unpaid wages, and
20 will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of
21 the amount distributed to each Participating Class Member will be considered statutory penalties,
22 and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA
23 Payments distributed to each Aggrieved Employee will be considered penalties and will be reported
24 on an IRS Form 1099.

25 b. Prior to mailing the Individual Settlement Payments, the Settlement
26 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
27 applicable governmental agencies sufficient amounts as may be owed by Participating Class
28 Members for required withholdings and taxes, including all payroll taxes. The Settlement

1 Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved
2 Employee consistent with the foregoing breakdown. The Parties understand that the Named
3 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
4 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
5 solely responsible for any and all tax obligations associated with such receipt.

6 c. The Parties stipulate that the Settlement Fund (as defined under
7 Paragraph 55) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g)
8 of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal
9 income tax regulations. Furthermore, the Settlement Administrator is designated as the
10 “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the
11 income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund
12 and any tax-related expenses arising from any income tax return or other reporting document that
13 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
14 the Settlement Fund.

15 d. All Parties represent and acknowledge that nothing in this Agreement
16 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
17 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
18 obligations or consequences that may arise from this Agreement and Class Members shall not seek
19 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
20 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
21 Employee, including the Named Plaintiff, such Class Member or Aggrieved Employee assumes all
22 responsibility for the payment of such taxes.

23 51. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
24 Order, Defendant Paradise Dynasty LLC will provide to the Settlement Administrator a list of Class
25 Members that identifies each Class Member by name, Social Security Number, and last known
26 address; and specifies the number of weeks worked by each Class Member in a non-exempt position
27 during the Class Period and the PAGA Period (the “**Class List**”). Defendant Paradise Dynasty LLC
28 will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement

1 Administrator. The Settlement Administrator will keep the list confidential, except it shall be
2 provided to Class Counsel upon request with Social Security Numbers and address information
3 redacted, and Class Counsel agrees to use such information only for the purposes described in this
4 Agreement.

5 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
6 search based upon the National Change of Address Database to update and correct any known or
7 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
8 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
9 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
10 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
11 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
12 undeliverable within 14 calendar days after mailing.

13 b. The Settlement Administrator will re-mail any notice packet returned by the
14 United States Postal Service with a forwarding address on or before the expiration of the Notice
15 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
16 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
17 mailing received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
18 45 days from the date of the re-mailing, to object, opt out, or dispute the workweeks attributed to
19 him or her.

20 c. The Settlement Administrator will use the appropriate skip tracing and
21 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
22 Class Members, and to re-mail the notice packets returned by the Postal Service without a
23 forwarding address upon locating new or alternate addresses after a reasonable search.

24 d. Class Counsel will provide to the Court, in connection with seeking final
25 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
26 Class Notice was mailed to all Class Members as required by this Agreement.

27 e. The Administrator will establish and maintain and use an internet website to
28 post information of interest to Class Members including the date, time and location for the Final

1 Approval Hearing and copies of the Complaint, Settlement Agreement, Motion for Preliminary
2 Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
3 Final Approval Order and the Judgment.

4 52. Dispute Procedure. The Class Notice will include a procedure by which a Class
5 Member may dispute the number of workweeks allocated to the Class Member by submitting a
6 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
7 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
8 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the
9 Action name and case number; (iii) the number of workweeks the Class Member maintains is
10 correct; and (iv) any documentary evidence sufficient to prove that Defendants’ calculation of the
11 workweeks for the Class Member is incorrect. Upon receipt of notice of a Workweek Dispute, the
12 Settlement Administrator shall promptly serve Defendants’ counsel with a copy of the Workweek
13 Dispute and any accompanying papers. Defendants’ counsel will inform Class Counsel of any such
14 dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is timely
15 mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendants
16 shall have the right to respond to the Workweek Dispute by any Class Member. The Settlement
17 Administrator will resolve the Workweek Dispute and make a final and binding determination
18 without hearing or right of appeal. The Settlement Administrator’s determination will be subject to
19 review by the Court at the time of the Final Approval Hearing so long as the Participating Class
20 Member submits an objection to the Settlement Administrator’s determination at or before the Final
21 Approval Hearing.

22 a. Within 14 calendar days after the close of the Notice Period, the Settlement
23 Administrator will provide Class Counsel and Defendants’ counsel with a report listing the amount
24 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to the
25 Participating Class Members and the Aggrieved Employees. The report to Class Counsel will not
26 include the names or contact information of Participating Class Members and Aggrieved
27 Employees.

1 53. Opt-Out Procedure. Unless a Class Member timely opts out of the settlement
2 described in this Agreement, the Class Member will be bound by the terms and conditions of this
3 Agreement, including the release of the Released Claims that arose during the Class Period. A Class
4 Member will not be entitled to opt out of the settlement established by this Agreement unless the
5 Class Member submits a valid opt-out request (“**Opt-Out Request**”). A valid Opt-Out Request
6 must: (i) contain the Class Member’s full name and current address; (ii) a clear reference to the
7 Action, such as by name or case number; (iii) a statement clearly expressing the Class Member’s
8 desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked
9 on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA
10 Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes
11 of this Agreement.

12 a. Upon receipt of any Opt-Out Request within the Notice Period, the
13 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
14 out requirements of this Agreement.

15 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
16 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
17 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
18 incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The
19 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
20 Notice Period, but will report its receipt of any such requests to Class Counsel and Defendants’
21 counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of
22 the Notice Period, the Class Member did not make the request in a timely manner. Absent good
23 cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of
24 an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome
25 the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall
26 the Settlement Administrator have the authority to extend the deadline for Class Members to submit
27 a request to opt out of the settlement without the Parties’ joint written consent.

28

1 c. At the close of the Notice Period, the Settlement Administrator shall report
2 the names of all individuals who opted out of the Agreement to the Parties and include this
3 information in a declaration regarding the distribution of the notice that will be provided in support
4 of Plaintiff's motion for final approval.

5 d. If 5% or more Class Members timely opt out of the settlement, Defendants
6 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
7 days after Defendants receive notice of the number of opt outs. Defendants will provide written
8 notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants
9 elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
10 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
11 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
12 for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
13 it shall be responsible for paying the Settlement Administrator's fees and costs. If the Settlement
14 Agreement is terminated for any other reason, including the Court's failure to grant final approval
15 of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the
16 Settlement Administrator's fees and costs.

17 54. Objections To Settlement. Any Class Member may object to the Settlement. Any
18 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
19 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
20 will ensure that any written objections get filed with the Court concurrently with the final approval
21 documents by having it attached to the Settlement Administrator's declaration. Class Members who
22 have not objected in writing may still appear and be heard at the Settlement Hearing.

23 a. Written objections to the Settlement must contain at least the following: (i)
24 the objecting Class Member's full name and current address; (ii) a clear reference to the Action,
25 such as by name or case number; and (iii) a statement of the specific reasons why the objector
26 believes the Settlement is unfair or objects to the Settlement. Though not required, the Parties ask
27 that any objecting Class Member also include a statement of whether the objector intends to appear
28 at the final approval hearing, either in person or through counsel and, if through counsel, a statement

1 identifying that counsel by name, bar number, address, and telephone number. All objections,
2 whether deemed valid or invalid for failure to follow this format, will be submitted to the Court for
3 the Court's review at the Final Fairness Hearing.

4 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
5 the Final Hearing Date, file responses to any written objections submitted to the Court.

6 c. Unless they opt out of the Settlement as specified in Paragraph 53, Class
7 Members who object to the proposed settlement or the Agreement will remain Participating Class
8 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
9 remedy against Defendant Paradise Dynasty LLC and the other Released Parties. To the extent any
10 Participating Class Member objects to the proposed settlement or Agreement and such objection is
11 overruled in whole or in part, such individuals will be bound by the Court's Final Order and
12 Judgment.

13 d. In the event that any person objects to or opposes this proposed settlement or
14 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
15 Counsel will use their best efforts to defend the Settlement.

16 e. A Class Member cannot both opt out and object to the Settlement. If a Class
17 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
18 be deemed invalid.

19 55. Funding And Distribution Of Settlement.

20 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
21 Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting
22 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
23 individuals who opted out of the Settlement; the total amount payable to all Participating Class
24 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
25 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
26 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
27 designated as wages, as well as any other information requested by the Parties.

28

1 b. Defendant Paradise Dynasty LLC shall remit to the Settlement
2 Administrator: (i) the Gross Settlement Amount, which is \$290,000.00 unless escalated pursuant to
3 Paragraph 47, in three installments; and (ii) the employer's taxes for any portion of the Individual
4 Settlement Payments designated as wages (collectively, the "**Settlement Fund**"). The first
5 installment of \$90,000.00 (the "First Installment") shall be paid to the Settlement Administrator
6 within 65 days of the Court's entry of an order granting final approval of the Settlement. The second
7 installment of \$100,000.00 (the "Second Installment") shall be paid to the Settlement Administrator
8 no later than three (3) months after the First Installment. The Third Installment of \$100,000.00 (the
9 "Third Installment") shall be paid to the settlement administrator no later than two (2) months after
10 the Second Installment. Employer Payroll Taxes shall be paid at the same time as the Third
11 Installment. If the Court does not approve the Parties' funding timeline, the Parties will work
12 together in good faith to address the Court's concerns.

13 c. The delivery by Defendant Paradise Dynasty LLC of the Third Installment of
14 the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge
15 of the entire obligation of Defendants under this Agreement, unless anything reasonably further is
16 requested by the Settlement Administrator to ensure timely and proper disbursement. No Released
17 Party will have any further obligation or liability to the Named Plaintiff, Participating Class
18 Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the
19 claims released under this Agreement, regardless of whether the Named Plaintiff, Participating Class
20 Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement
21 Administrator set forth in this Agreement.

22 d. The distribution of Individual Settlement Payments to Participating Class
23 Members and Aggrieved Employees will occur no later than seven (7) business days after receipt of
24 the entire Settlement Fund from Defendant Paradise Dynasty LLC ("**Settlement Proceeds
25 Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed
26 Individual Settlement Payments, including the Individual PAGA Payments, if it places in the mail
27 the Individual Settlement Payments for all Participating Class Members and the Individual PAGA
28 Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No

1 person will have any claim against the Settlement Administrator, Defendants, Class Counsel,
2 Defendants' counsel, or any other agent designated by the Named Plaintiff or Class Counsel based
3 upon the distribution of Individual Settlement Payments made substantially in accordance with this
4 Agreement or further orders of the Court.

5 e. The distribution of the LWDA Payment, Attorneys' Fees and Costs and the
6 Enhancement Award shall occur no later than seven (7) business days after the Settlement
7 Administrator receives the entire Settlement Fund from Defendant Paradise Dynasty LLC.

8 f. If a Participating Class Member's or Aggrieved Employee's check is returned
9 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
10 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
11 expressly understood and agreed that the checks for the Individual Settlement Payments, including
12 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
13 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the
14 State of California's Unclaimed Property Fund in the name of the Participating Class
15 Member/Aggrieved Employee.

16 g. Defendants will not be obligated to make any payments contemplated by this
17 Agreement unless and until the Court enters the Final Order and Judgment. After the Court enters
18 the Final Order and Judgment, Defendants' obligation to make payments contemplated by this
19 Agreement will proceed in accordance with subparagraph b. of this Paragraph.

20 h. Within sixty (60) calendar days of the Settlement Proceeds Distribution
21 Deadline, the Settlement Administrator will provide written certification of completion of settlement
22 administration to Class Counsel and to Defendants' Counsel.

23 56. Binding Effect Of Agreement On Class Members. Subject to final Court approval
24 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
25 Participating Class Members will be bound by this Agreement.

26 57. Binding Effect Of Agreement On Aggrieved Employees And State Of California.
27 The Aggrieved Employees and the State of California, to the maximum extent permitted by law,
28 shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise

1 make a claim against Defendant Paradise Dynasty LLC or any of the Released Parties for any of the
2 PAGA Claims and to be bound by the release of the PAGA Released Claims as set forth in this
3 Agreement.

4 58. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the
5 Action requesting that the Court preliminarily approve the Settlement shortly after complete
6 execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary
7 approval of the settlement so long as the motion and supporting papers are consistent with the terms
8 of this Agreement. Class Counsel will provide Defendants' counsel with a reasonable opportunity
9 to review, and provide comments to, the motion for preliminary approval of the settlement before
10 the motion and supporting papers are filed with the Court. Notwithstanding the foregoing,
11 Defendants may, without opposing the preliminary approval motion, advise the Court if any of the
12 Defendants disagree with any of the factual statements included by the Named Plaintiff in the motion
13 and supporting papers. Defendants' counsel will meet and confer with Class Counsel regarding any
14 disputed factual statements before notifying the Court of any disputes.

15 59. Non-Interference With Claims Procedure. The Parties and their counsel agree that
16 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
17 exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

18 60. Final Order And Judgment. The Named Plaintiff will request that the Court enter,
19 after the hearing finally approving this Agreement, a Final Order and Judgment. The Named
20 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
21 Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and the
22 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
23 Participating Class Members release the Released Parties from the Released Claims; order that the
24 Aggrieved Employees and the State of California release the Released Parties from the PAGA
25 Claims as set forth in this Agreement (to the maximum extent permitted by law); and require the
26 Parties to carry out the provisions of this Agreement.

27 61. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
28 settlement set forth in this Agreement does not become final, the settlement will be null and void

1 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
2 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
3 Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to
4 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
5 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
6 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
7 negotiations shall not be admissible or discoverable in the Action or otherwise.

8 62. No Double Recovery. No person who has already released, assigned, or otherwise
9 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
10 recover under this Agreement.

11 63. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
12 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the
13 negotiations leading to this Agreement with anyone other than to the Court, Class Members, or those
14 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
15 Paragraph 63 includes, but is not limited to: (i) publication by the Named Plaintiff or Class Counsel
16 on any website (including, without limitation, publishing on any Twitter account, Facebook, other
17 social media, or blog, or business website) of the amount or terms of the settlement, with or without
18 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
19 other publication that summarizes the results of jury verdicts and settlements. This provision will
20 not prohibit Class Counsel from referring to this Settlement in other matters to support adequacy of
21 Counsel.

22 a. Notwithstanding the foregoing, Class Counsel may respond to questions
23 received from, and discuss any aspect of this Agreement with the Class Members or their legal
24 representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

25 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
26 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
27 effectuate this Agreement, or the online posting of documents relating to the Action by the
28 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the

1 Court.

2 c. The Named Plaintiff and Class Counsel agree that all data and information
3 informally produced by Defendants in connection with the settlement of this Action will be
4 maintained in confidence, and will not be shared with any other persons or entities.

5 64. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
6 material changes to the material terms or conditions of Paragraphs 1 through 63 of this Agreement
7 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
8 which case Defendants would not be obligated to make any payments to any Class Member, to Class
9 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before exercising
10 such right.

11 65. Modification In Writing. This Agreement may be altered, amended, modified or
12 waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This
13 Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

14 66. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all
15 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
16 the event the Parties are unable to reach an agreement on the form or content of any document
17 needed to implement the Settlement, or any supplemental provisions that may become necessary to
18 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

19 67. Notices. All notices, requests, demands, and other communications required or
20 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
21 personally or by first class mail to the Settlement Administrator approved by the Court and the
22 undersigned persons at their respective addresses as set forth below:

23 CLASS COUNSEL

24 CROSNER LEGAL, PC
25 Zachary M. Crosner, Esq.
26 Jamie K. Serb, Esq.

26 9440 Santa Monica Blvd., Suite 301
27 Beverly Hills, CA 90210
28 Telephone: (866) 276-7697

1 **COUNSEL FOR DEFENDANTS**

2 RUTAN & TUCKER, LLP
3 Edson K. McClellan, Esq.
4 Noell C. Rice, Esq.
5 18575 Jamboree Road, 9th Floor
6 Irvine, California 92612
7 Telephone: (714) 641-5100

8 68. Binding On Successors. This Agreement will be binding upon and will inure to the
9 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
10 legal representatives.

11 69. Entire Agreement. This Agreement constitutes the full, complete, and entire
12 understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and
13 the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the
14 settlement of the Action. This Agreement supersedes any and all prior oral or written
15 understandings, agreements, and arrangements between the Parties with respect to the settlement of
16 the Action. Except for those set forth expressly in this Agreement, there are no other agreements,
17 covenants, promises, representations or arrangements between the Parties with respect to the
18 settlement of the Action, the PAGA Claims, and the Released Claims against Defendants and the
19 Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California
20 Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed
21 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that
22 no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms
23 of this Agreement.

24 70. Execution In Counterparts. This Agreement may be signed in one or more
25 counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement
26 (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force
27 and effect and shall be as legally binding and enforceable as the original.
28

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

4 72. Governing Law. This Agreement shall be interpreted, construed, enforced, and
5 administered in accordance with the laws of the State of California, without regard to conflict of law
6 rules.

7 73. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
8 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
9 enforcing the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6
10 and California Rules of Court, Rule 3.769(h).

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

16 75. Representation And Warranties. Class Counsel and the Named Plaintiff represent
17 and warrant to Defendants that they are not aware of any attorneys beyond those named as Class
18 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
19 Agreement.

20 76. Authorization To Act. Each Party to this Agreement covenants and warrants that (a)
21 such Party has full power and authority to enter into and consummate all transactions contemplated
22 by this Agreement and have duly authorized the execution, delivery, and performance of this
23 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,
24 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
25 authority to execute any and all necessary instruments in connection with the Settlement, and to
26 fully bind such Party to the terms and obligations of this Agreement.

27 77. Representation By Counsel. The Parties acknowledge that each of them has been
28 represented by their respective counsel throughout all negotiations that preceded the execution of

1 this Agreement, and that this Agreement has been executed with the consent and advice of their
2 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
3 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
4 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
5 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
6 Plaintiff as provided by this Agreement.

7 78. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
8 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
9 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

10 79. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved
11 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
12 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
13 arising from the Action or the Gross Settlement Amount from the Released Parties except as
14 expressly provided for in this Agreement.

15 80. No Reliance On Representations. The Parties have made such investigations of the
16 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
17 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
18 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
19 any of their rights or asserted rights, or with regard to the advisability of making and executing this
20 Agreement, or with respect to any such matters. No representations, warranties, or inducements
21 have been made to any Party concerning this Agreement.

22 81. No Collateral Attack. This Agreement will not be subject to collateral attack by any
23 Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such
24 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
25 for any reason to receive timely notice of the procedure for disputing the calculation of their
26 Individual Settlement Payment, or for opting out of the Settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO AGREED:

Dated: 09 / 06 / 2024

Dated: _____

Dated: _____

Dated: _____

PLAINTIFF AUSTIN EASLEY

By: Austin Easley
Austin Easley
Named Plaintiff

DEFENDANT PARADISE DYNASTY LLC

By: _____
Title: _____

DEFENDANT PARADISE GROUP
HOLDINGS USA, INC.

By: _____
Title: _____

DEFENDANT DPPA GROUP, INC.

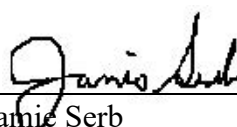
By: _____
Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM ONLY AND AGREE TO BE
BOUND BY PARAGRAPH 63:

Dated: September 6, 2024

CROSNER LEGAL, PC

By: 
Jamie Serb
Zachary Crosner
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: _____

RUTAN & TUCKER, LLP

By: _____
Edson K. McClellan
Attorneys for Defendants

EXHIBIT

2

1 Jamie K. Serb (SBN 289601)
jamie@crosnerlegal.com
2 ~~Michael W. Jones (SBN 312831)~~
~~michael.jones@crosnerlegal.com~~
3 Zachary M. Crosner (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
9440 Santa Monica Blvd., Suite 301
5 Beverly Hills, CA 90210
Tel: (866) 276-7637
6 Fax: (310) 510-6429

7 Attorneys for Plaintiff
AUSTIN EASLEY, as an individual and on
8 behalf of all others similarly situated

9 RUTAN & TUCKER, LLP
Edson K. McClellan (State Bar No. 199541)
10 emcclellan@rutan.com
Noell C. Rice (State Bar No. 321855)
11 nrice@rutan.com
18575 Jamboree Road, 9th Floor
12 Irvine, CA 92612
Telephone: 714-641-5100
13 Facsimile: 714-546-9035

14 Attorneys for Defendants
PARADISE DYNASTY LLC; PARADISE
15 GROUP HOLDINGS USA INC.; PARADISE
RAMEN LLC; and DPPA GROUP INC.
16

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 FOR THE COUNTY OF ORANGE
19

20 AUSTIN EASLEY, as an individual on behalf
of himself and on behalf of all others similarly
21 situated,

22 Plaintiff,

23 vs.

24 PARADISE DYNASTY LLC, a Delaware
limited liability company; PARADISE GROUP
25 HOLDINGS USA INC., a Delaware
corporation; PARADISE RAMEN LLC, a
26 Delaware limited liability company; DPPA
GROUP INC, a California corporation; and
27 DOES 1-100, inclusive,

28 Defendants.

Case No. 30-2022-01291762-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO:
JUDICIAL OFFICER: LON F. HURWITZ
DEPARTMENT: CX-103

**SECOND AMENDED SETTLEMENT
AGREEMENT AND STIPULATION TO
RESOLVE CLASS ACTION AND PAGA
CLAIMS**

Date Action Filed: November 15, 2022

Trial Date: None

This Second Amended Settlement Agreement and Stipulation To Resolve Class Action and
PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to
resolve the action entitled *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange County Superior
Court Case No. 30-2022-01291762-CU-OE-CXC.

DEFINITIONS

1. Action. “**Action**” means *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange
County Superior Court Case No. 30-2022-01291762-CU-OE-CXC.

2. Agreement or Settlement or Settlement Agreement. “**Agreement**” or “**Settlement**”
or “**Settlement Agreement**” means this Amended Settlement Agreement and Stipulation To
Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Action.

3. Aggrieved Employees. “**Aggrieved Employees**” means all non-exempt, hourly-paid
employees of Defendant Paradise Dynasty LLC employed in California at any time during the
PAGA Period.

4. Attorneys’ Fees and Costs. “**Attorneys’ Fees and Costs**” means the amount
authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
resolution of the matter, in the amount that does not exceed 33.33% percent of the Gross Settlement
Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection with this
Action, in an amount to not to exceed \$17,000.00.

5. Class or Class Members. “**Class**” or “**Class Members**” means all non-exempt,
hourly-paid employees of Defendant Paradise Dynasty LLC employed in California at any time
during the Class Period.

6. Class Counsel. “**Class Counsel**” means Zachary M. Crosner ~~and~~; Jamie K. Serb ~~and~~
~~Michael W. Jones~~ of Crosner Legal, PC.

7. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached
as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

8. Class Period. “**Class Period**” means the period from July 12, 2021, through July 2,
2023.

1
2 8.9. Court. “**Court**” means Orange County Superior Court, where the Action is currently
3 pending.

4 9.10. Defendants. “**Defendants**” means defendants Paradise Dynasty LLC; Paradise
5 Group Holdings USA, Inc.; and DPPA Group, Inc.

6 10.11. Defendants’ Counsel. “**Defendants’ Counsel**” means Edson K. McClellan and
7 Noell C. Rice of Rutan & Tucker, LLP.

8 11.12. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
9 65th day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
10 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
11 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
12 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
13 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
14 and Judgment as set forth in this Agreement.

15 12.13. Employer Payroll Taxes. “**Employer Payroll Taxes**” means Defendant Paradise
16 Dynasty LLC’s share of the payroll taxes associated with the wage portion of the Individual
17 Settlement Payments, which Defendant Paradise Dynasty LLC will pay separately from the Gross
18 Settlement Amount.

19 ~~13. Enhancement Award. “**Enhancement Award**” means the amount the Court~~
20 ~~authorizes to be paid to the Named Plaintiff in addition to his Individual Settlement Payment, in~~
21 ~~recognition of his efforts and work in prosecution of the Action, up to \$10,000.00.~~

22 14. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
23 hearing on final approval of the Settlement.

24 15. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
25 granting final approval of the Settlement and the separate proposed judgment, which Plaintiff will
26 submit to the Court with the motion for final approval of the Settlement.

27 16. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
28 payment Defendant Paradise Dynasty LLC has agreed to make under this Agreement, with the

1 exception of Employer Payroll Taxes. The Gross Settlement Amount is \$~~300~~290,000.00, unless
2 escalated pursuant to Paragraph 48~~47~~.

3 17. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
4 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

5 18. Individual Settlement Payment. “**Individual Settlement Payment**” means the
6 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
7 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
8 and the Individual PAGA Payment to the extent an employee is eligible.

9 19. Named Plaintiff or Plaintiff. “**Named Plaintiff**” or “**Plaintiff**” means plaintiff
10 Austin Easley.

11 20. Notice Period. “**Notice Period**” means the time period commencing on the date the
12 Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is remailed
13 to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 45
14 days after remailing, whichever is later.

15 21. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
16 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
17 Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and
18 Settlement Administration Costs.

19 22. PAGA Claims. “**PAGA Claims**” means, for the duration of the PAGA Period,
20 claims for penalties under the California Private Attorneys’ General Act (California Labor Code §
21 2698, *et seq.*) (“**PAGA**”) that arise from the facts, matters, transactions or occurrences alleged in
22 the Action or that could have been alleged in the Action based on such facts. Without limiting the
23 foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the
24 alleged: failure to provide meal periods or compensation in lieu thereof; failure to provide rest
25 periods or compensation in lieu thereof; failure to pay minimum wages; failure to pay overtime
26 wages; failure to maintain accurate records; standard conditions of labor violations; refusal to make
27 payments; statutory wage violations; unreimbursed business expenses; inaccurate itemized wage
28 statements; failure to provide paid sick leave and supplemental sick leave; failure to provide proper

1 notice of paid sick leave rights; failure to timely pay all wages upon separation of employment;
2 failure to produce records; failure to provide suitable resting facilities; seating violations; unlawful
3 deductions; failure to pay vested vacation wages; unlawful tip pooling; and unlawful criminal
4 inquiries; violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 221-223,
5 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 246, 247.5, 245, 248.5, 256, 351-353, 432, 432.5, 432.7,
6 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5;
7 and related violations of the applicable California Wage Orders. The PAGA Claims excludes claims
8 for vested benefits, wrongful termination, unemployment insurance, disability, social security,
9 workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment,
10 and any claims outside of the PAGA Period.

11 23. PAGA Amount. **"PAGA Amount"** means the amount of \$20,000.00, which
12 represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA
13 Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as
14 set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$15,000.00) will be
15 paid to the LWDA as the "**LWDA Payment**," and the remaining 25% (\$5,000.00) will be allocated
16 to the Aggrieved Employees as the "**PAGA Payment**."

17 24. PAGA Period. **"PAGA Period"** means January 2, 2022, through July 2, 2023.

18 25. Parties. **"Parties"** means Defendants and the Named Plaintiff, individually and on
19 behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in
20 the singular as a "**Party**."

21 26. Participating Class Member. **"Participating Class Member"** means each Class
22 Member who has not timely opted out of the Settlement pursuant to this Agreement, and
23 "**Settlement Class**" means a class of all Participating Class Members.

24 27. Preliminary Approval Order. **"Preliminary Approval Order"** means an order from
25 the Court preliminarily approving this Settlement.

26 28. Released Parties. **"Released Parties"** means and includes Defendant Paradise
27 Dynasty LLC and its current and former parents (including, but not limited to, Paradise Group
28 Holdings USA, Inc. and DPPA Group, Inc.), predecessors or successors, holding companies,

1 affiliated companies or entities (including, but not limited to, owners, shareholders, members,
2 partners, officers, directors, managers, employees, insurers, attorneys, and agents).

3 29. Released Claims. “**Released Claims**” means: For the duration of the Class Period,
4 any and all claims, known or unknown, contingent or accrued, against Defendant Paradise Dynasty
5 LLC and the other Released Parties that have been, or reasonably could have been, asserted against
6 Defendant Paradise Dynasty LLC or any of the other Released Parties based on the facts, matters,
7 transactions or occurrences alleged in the Action and arising during the Class Period, including,
8 without limiting the foregoing, claims for: failure to pay minimum wages and liquidated damages;
9 failure to pay overtime; failure to provide meal periods or premium pay in lieu thereof; failure to
10 provide rest breaks or premium pay in lieu thereof; inaccurate itemized wage statements; failure to
11 timely pay wages upon separation; unreimbursed business expenses; and unfair competition in
12 relation to the foregoing claims; violations of California Labor Code §§ 201, 202, 203, 204, 210,
13 218.5, 226, 226.6, 226.7, 256, 510, 512, 1024.5, 1174, 1194, 1194.2, 1197, 1198, 2802; the
14 applicable California Wage Orders, and all related or corresponding federal laws; violation of
15 California Business and Professions Code § 17200 *et seq.*; related violations of the applicable
16 California Wage Orders; and violations of all related or corresponding federal laws in connection
17 with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in
18 the Action. The Released Claims excludes claims for vested benefits, wrongful termination,
19 unemployment insurance, disability, social security, workers’ compensation claims, FEHA-related
20 claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

21 30. Settlement Administration Costs. “**Settlement Administration Costs**” means the
22 costs of settlement administration, including costs of notice to Class Members, distributing
23 settlement payments, and any other fees and costs incurred or charged by the Settlement
24 Administrator in connection with the execution of its duties under this Settlement.

25 31. Settlement Administrator. “**Settlement Administrator**” means Simpluris or such
26 other third-party administrator chosen by the Parties and approved by the Court.
27
28

32.—Settlement Hearing. “Settlement Hearing” means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

32.

///

///

///

RECITALS

33. On November 15, 2022, the Named Plaintiff filed a Class Action Complaint (the “**Complaint**”) against Defendants in a case entitled *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC. The Complaint alleges that Defendants violated various wage-and-hour laws and includes claims for: (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.

34. On November 16, 2022, the Named Plaintiff submitted a PAGA Notice to the LWDA.

35. On March 8, 2023, the Named Plaintiff filed a First Amended Complaint (“FAC”) asserting, in addition to the claims alleged in the Complaint, claims for civil penalties pursuant to PAGA, based on the same claims alleged in the Named Plaintiff’s PAGA Notice, including all class claims already alleged, as well as record keeping violations, failure to produce records, suitable resting and seating violations, violation of standard conditions of labor, refusal to make payment, unlawful deductions, statutory wage violations, sick leave and supplemental sick leave violations, vacation wages, tip pooling, and unlawful agreements.

36. On May 3, 2023, the Parties participated in a mediation with Steve Cerveris of Cerveris Mediation serving as the mediator. The Parties were unable to settle at mediation; however,

1 Mr. Cerveris continued to work with the Parties after the mediation. Ultimately, Mr. Cerveris
2 submitted a mediator's proposal to the Parties, which the Parties accepted.

3 37. Defendants deny that any of them engaged in any misconduct in connection with the
4 wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved
5 Employees). Defendants further deny that any of them have any liability of any kind associated
6 with the claims alleged in the Action. Defendants contend that they all have fully complied with
7 both federal and state wage-and-hour laws, and all other laws regulating its relationship with the
8 Named Plaintiff, the Class Members, and the Aggrieved Employees.

9 38. Class Counsel has investigated the facts relating to the Action. Settlement
10 discussions were conducted at arm's-length, and the Settlement is the result of an informed and
11 detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks
12 associated with continued litigation. Based on the documents and records produced, as well as Class
13 Counsel's own independent investigation and evaluation, Class Counsel believes that the Settlement
14 documented by this Settlement Agreement is fair, reasonable, and adequate, and is in the best
15 interest of the Class in light of all known facts and circumstances, including the risk of significant
16 delay and defenses asserted to the merits of the Action. While Defendants specifically deny any
17 liability in the Action, Defendants have agreed to enter into this Settlement to avoid the costs
18 associated with defending the Action.

19 39. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
20 any other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement Agreement.

22 TERMS AND CONDITIONS

24 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
25 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
26 the consideration and undertakings set forth below, the Named Plaintiff, individually and on behalf
27 of the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
28

1 California, and Defendants agree that the Action shall be and is finally and fully compromised and
2 settled on the following terms and conditions:

3 39-40. Dismissal of Paradise Ramen, LLC. As part of the settlement and within ten (10)
4 calendar days after the Parties have executed this Agreement, Plaintiff will file an application
5 requesting dismissal, without prejudice, of Paradise Ramen, LLC from the Action.

6 40-41. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
7 dispute that has arisen between them and to avoid the burden, expense and risk of continued
8 litigation. In entering into this Agreement, Defendant Paradise Dynasty LLC and the other Released
9 Parties do not admit, and specifically deny, that they have violated any federal, state, or local law;
10 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
11 laws, regulations or legal requirements; breached any contract; violated or breached any duty;
12 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
13 respect to the Class or the Aggrieved Employees. Neither this Agreement, nor any of its terms or
14 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
15 concession by Defendant Paradise Dynasty LLC or any of the other Released Parties of any such
16 violations or failures to comply with any applicable law. Except as necessary in a proceeding to
17 enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered
18 or received as evidence in any action or proceeding to establish any liability or admission on the
19 part of any of the Defendants or to establish the existence of any condition constituting a violation
20 of, or non-compliance with, any federal, state, local or other applicable law.

21 41-42. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
22 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure section
23 382, and (b) the Action may proceed as a PAGA representative action.

24 a. The Parties intend their settlement to be contingent upon the preliminary and
25 final approval of each and every term of this Agreement, without material modification. The Parties
26 and their respective counsel shall use their respective best efforts to obtain Court approval and
27 implement this Agreement in accordance with its terms. If the Court does not so approve this
28 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are

1 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
2 unenforceable, in which event the settlement terms set forth in this Agreement, including any
3 modifications made with the consent of the Parties, and any action taken or to be taken in connection
4 with this Agreement shall be terminated and shall become null and void and have no further force
5 or effect, and the class certified for settlement purposes pursuant to this Agreement will be
6 decertified for all purposes. In such an event, the Parties shall be jointly responsible for payment of
7 the Settlement Administrator's fees, if any, in an equal amount.

8 b. In the event the Court does not grant preliminary or final approval of the
9 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
10 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
11 court orders, and proceedings relating to the Agreement shall be without prejudice to the rights of
12 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall
13 be restored to their respective positions existing prior to the execution of this Agreement, and
14 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
15 the Action or any other litigation. Defendants do not waive, and instead expressly reserve, all of
16 their rights to challenge the propriety of class certification and/or the Action proceeding on a
17 representative basis for any purpose should the Court not grant preliminary or final approval of the
18 Parties' settlement.

19 42-43. Participating Class Members' Release Of Claims. Upon the funding of the Gross
20 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
21 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
22 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
23 and all of the Released Parties from the Released Claims that arose during the Class Period.

24 a. This release by the Named Plaintiff and each Participating Class Member is
25 intended to settle any and all of the Released Claims that any of them may have against Defendant
26 Paradise Dynasty LLC or any of the Released Parties during the Class Period.

27 b. Because it is impossible or impracticable to have each Class Member execute
28 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release

1 and such notice will have the same force and effect as if the Agreement were executed by each Class
2 Member.

3 43. — Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA
4 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
5 California and all Aggrieved Employees (to the maximum extent permitted by law), and on behalf
6 of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns
7 will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to
8 effectuate the Settlement to the Settlement Administrator, forever completely release and
9 discharge Defendant Paradise Dynasty LLC and each of the Released Parties from the PAGA
10 Claims that arose during the PAGA Period. The Aggrieved Employees and the State of California
11 will be deemed by operation of the Final Order and Judgment to have agreed not to sue or
12 otherwise make a claim against Defendant Paradise Dynasty LLC and any of the Released Parties
13 for the PAGA Claims that arose during the PAGA Period, to the extent permissible by law. The
14 Aggrieved Employees will have no right to opt-out of the PAGA portion of this Settlement.

15 ~~44. — Full Release By The Named Plaintiff. Upon payment of the Gross Settlement~~
16 ~~Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement~~
17 ~~Administrator, the Named Plaintiff fully releases and discharges Defendant Paradise Dynasty LLC~~
18 ~~and the other Released Parties from the Released Claims and any other claims that the Named~~
19 ~~Plaintiff now has or claims to have, or have ever had or claimed to have, against Defendant~~
20 ~~Paradise Dynasty LLC and the Released Parties arising on or before — the execution of this~~
21 ~~Agreement. Without limiting the generality of the foregoing, the Named Plaintiff specifically and~~
22 ~~expressly releases to the maximum extent permitted by law any claims against Defendant Paradise~~
23 ~~Dynasty LLC and the Released Parties, arising out of or relating to the Named Plaintiff's~~
24 ~~employment or the termination of her employment with Defendant Paradise Dynasty LLC and any~~
25 ~~other Released Party. This general release by the Named Plaintiff includes a waiver of the Named~~
26 ~~Plaintiff's rights under Civil Code section 1542, which provides:—~~

27 ~~45.44. "A general release does not extend to claims that the creditor or releasing party~~
28 ~~does not know or suspect to exist in his or her favor at the time of executing the release and that, if~~

1 ~~known by him or her, would have materially affected his or her settlement with the debtor or~~
2 ~~released party.”~~

3 46.45. No Prior Assignments. The Named Plaintiff represents and warrants that he has not
4 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
5 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
6 released and discharged by this Agreement.

7 46. Settlement Payments And Calculation Of Claims. Subject to final Court approval
8 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
9 promises set forth in this Agreement, Defendant Paradise Dynasty LLC agrees to pay the Gross
10 Settlement Amount, which is \$~~293~~00,000.00 unless escalated pursuant to Paragraph ~~48~~47, in three
11 installments. The Gross Settlement Amount includes payments to be made to Participating Class
12 Members, Class Counsel’s Attorneys’ Fees and Costs, an Enhancement Award to the Named
13 Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. The Parties agree that
14 if the Settlement is not approved, in whole or in part, because a court determines that the amount
15 allocated to the PAGA Settlement (\$20,000.00) should increase, the portion of the Settlement Fund
16 allocated for payment to the Class shall decrease to account for any increase required for the PAGA
17 Amount such that the Gross Settlement Amount does not exceed \$~~300~~290,000.00, unless escalated
18 pursuant to Paragraph ~~48~~7. For the avoidance of doubt, subject to the conditions set forth in this
19 Agreement, Defendants collectively shall not be required to pay any amount over \$~~300~~290,000.00
20 for this Settlement, unless escalated pursuant to Paragraph ~~48~~7, apart from the Employer Payroll
21 Taxes, which Defendant Paradise Dynasty LLC will pay in addition to the Gross Settlement
22 Amount. The following table summarizes the allocation of the Gross Settlement Amount:

23
24
25 **Gross Settlement Amount of \$~~300~~290,000.00, Allocated As Follows:**
26
27
28

- **\$20,000.00** for the PAGA Payment
 - **\$15,000.00** for the LWDA Payment
 - **\$5,000.00** for payments to Aggrieved Employees on a *pro rata* basis (i.e., Individual PAGA Payment)
- Class Counsel Attorneys' Fees not to exceed ~~\$100,000.00~~96,666.67
- Class Counsel Costs not to exceed **\$17,000.00**
- ~~Up to \$10,000.00 for an Enhancement Award for Named Plaintiff~~
- Settlement Administration Costs, not to exceed **\$10,500.00**
- Approximately ~~\$142,145,500.00~~833.33 paid to Class Members on a *pro rata* basis (i.e., Participating Class Member Payment)

47. Settlement Escalator. The Settlement is based on the representation that there were no more than 12,151 workweeks worked by the Class Members during the period from July 12, 2021 to July 2, 2023. If that number of workweeks worked by all Class Members during the Class Period is ultimately determined to exceed 13,336 (i.e., increases by more than 10%), Defendants will pay a proportional increase in the Gross Settlement Amount for each additional ~~pay period~~workweek over 13,336. ~~For example, if the number is 11% higher, Defendants would have the option to increase the Gross Settlement Amount by 1%, or end the Class Period earlier.~~

48. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third percent (33.33%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph ~~48~~7, equals ~~\$100,000.00~~96,666.67. Class Counsel will also apply to the Court for an award of actual costs incurred by Class Counsel not to exceed the amount of \$17,000.00. These fees and costs are included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph ~~49~~48.a.

1 Except as provided in this Paragraph 4948.a, each Party will bear its or his own attorneys' fees,
2 costs, and expenses incurred in the prosecution, defense, or settlement of the Action. If the Court
3 awards a lower amount of Attorneys' Fees and Costs than the amount requested, any amount not
4 awarded will be part of the distribution to the Participating Class Members as set forth in this
5 Agreement and shall not be a reason to invalidate/terminate this Agreement.

6 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
7 will apply to the Court for approval of Settlement Administration Costs not to exceed the amount
8 of \$10,500.00. These costs are included in, and shall come from, the Gross Settlement Amount. If
9 the actual amount of the Settlement Administration Costs is less than \$10,500.00, the difference
10 between \$10,500.00 and the actual Settlement Administration Costs shall be a part of the Net Class
11 Settlement Amount. If the Settlement Administration Costs exceed \$10,500.00 then such excess
12 will be paid solely from the Gross Settlement Amount, subject to the Court's approval, and none of
13 the Defendants will be responsible for paying any additional funds in order to pay these additional
14 costs.

15 ~~e. — Named Plaintiff Enhancement Award: At the final approval hearing, Class~~
16 ~~Counsel will apply to the Court for an award of up to \$10,000.00 to be paid to the Named Plaintiff~~
17 ~~as an Enhancement Award for his services, for assuming the risks associated with this litigation, and~~
18 ~~for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such~~
19 ~~application. The Enhancement Award is included in, and shall come from, the Gross Settlement~~
20 ~~Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award~~
21 ~~approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named~~
22 ~~Plaintiff shall be in addition to any payment he may receive pursuant to Paragraph 49.c, below. If~~
23 ~~the Court awards less than the amount requested, any amount not awarded will be part of the~~
24 ~~distribution to the Participating Class Members as set forth in this Agreement and shall not be a~~
25 ~~reason to invalidate/terminate this Agreement.~~

26 d.c. PAGA Amount: At the final approval hearing, Class Counsel will apply to
27 the Court for approval of the PAGA Amount of \$20,000.00 for claims for civil penalties asserted
28 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by

1 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$15,000.00) will be
2 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$5,000.00) will be allocated
3 to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA Payment
4 allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth
5 in Paragraph [4948.ed](#), but will be limited to weeks worked during the PAGA Period. Any Class
6 Members who worked during the PAGA Period and who opt out of the Settlement will still be
7 considered Aggrieved Employees for purposes of this Paragraph [4948.d-c](#) and, therefore, will
8 (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all
9 PAGA Claims against the Released Parties.

10 e.d. Individual Settlement Payments. The Individual Settlement Payments shall
11 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
12 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved
13 Employee’s *pro rata* portion of the PAGA Payment (*i.e.*, the Individual PAGA Payment).

14 i) Participating Class Member Payment: After deducting the approved
15 amounts specified in Paragraphs [4489.a-d-c](#) above, each Participating Class Member will be entitled
16 to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
17 calculated from the Net Class Settlement Amount based on the respective number of weeks worked
18 by each Participating Class Member in a non-exempt position during the Class Period, rounded up.
19 Each Participating Class Member’s share of the Net Class Settlement Amount will be calculated by
20 dividing the Participating Class Member’s weeks worked in a non-exempt position by the total
21 number of weeks worked by all Class Members in a non-exempt position during the Class Period
22 and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the
23 number of weeks that the Class Member worked during the Class Period and the amount the Class
24 Member is estimated to receive under the terms of the Settlement.

25 ii) Individual PAGA Payment: For each Aggrieved Employee, the
26 Individual Settlement Payment will also include the Class Member’s *pro rata* share of the PAGA
27 Payment, as set forth in Paragraph [4948.d-c](#) (the Individual PAGA Payment).

1 f.e. The Parties acknowledge and agree that the formula used to calculate the
2 Individual Settlement Payments (including the Participating Class Member Payments and Individual
3 PAGA Payments) does not mean that all of the elements of damages, restitutionary relief, and
4 penalties alleged in the Action are not being taken into account. The above formula was devised as
5 a practical and logistical method to simplify the participation process.

6 g.f. Participating Class Member Payments shall be distributed only to
7 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
8 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
9 *rata* basis based on the formula set forth in Paragraph 4948.ed. Individual PAGA Payments will be
10 distributed to all Aggrieved Employees.

11 h.g. The Parties agree that under no circumstances shall any of the Defendants be
12 obligated to pay any amount under this Agreement to any Class Member other than Participating
13 Class Members, with the exception of the Individual PAGA Payments which are not affected by a
14 Class Member opting-out of the Settlement. In addition, the Parties agree that under no
15 circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full
16 settlement of the Action, other than any applicable Employer Taxes.

17 49. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
18 Participating Class Members under this Agreement, including the Individual PAGA Payments made
19 to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
20 plans to which any Participating Class Member or Aggrieved Employees may be eligible for,
21 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
22 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
23 intention that this Agreement will not affect any rights, contributions, or amounts which any
24 Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

25 50. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
26 Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after
27 applicable state and federal tax withholdings, including payroll taxes, have been deducted.
28

1 a. The Participating Class Member Payments shall be reported as follows:
2 (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and
3 will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount
4 distributed to each Participating Class Member will be considered interest on the unpaid wages, and
5 will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of
6 the amount distributed to each Participating Class Member will be considered statutory penalties,
7 and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA
8 Payments distributed to each Aggrieved Employee will be considered penalties and will be reported
9 on an IRS Form 1099.

10 b. Prior to mailing the Individual Settlement Payments, the Settlement
11 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
12 applicable governmental agencies sufficient amounts as may be owed by Participating Class
13 Members for required withholdings and taxes, including all payroll taxes. The Settlement
14 Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved
15 Employee consistent with the foregoing breakdown. The Parties understand that the Named
16 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
17 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
18 solely responsible for any and all tax obligations associated with such receipt.

19 c. The Parties stipulate that the Settlement Fund (as defined under
20 Paragraph 5655) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g)
21 of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal
22 income tax regulations. Furthermore, the Settlement Administrator is designated as the
23 “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the
24 income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund
25 and any tax-related expenses arising from any income tax return or other reporting document that
26 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
27 the Settlement Fund.
28

1 d. All Parties represent and acknowledge that nothing in this Agreement
2 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
3 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
4 obligations or consequences that may arise from this Agreement and Class Members shall not seek
5 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
6 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
7 Employee, including the Named Plaintiff, such Class Member or Aggrieved Employee assumes all
8 responsibility for the payment of such taxes.

9 51. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
10 Order, Defendant Paradise Dynasty LLC will provide to the Settlement Administrator a list of Class
11 Members that identifies each Class Member by name, Social Security Number, and last known
12 address; and specifies the number of weeks worked by each Class Member in a non-exempt position
13 during the Class Period and the PAGA Period (the “**Class List**”). Defendant Paradise Dynasty LLC
14 will provide the Class List in an Excel file or other format reasonably acceptable to the Settlement
15 Administrator. The Settlement Administrator will keep the list confidential, except it shall be
16 provided to Class Counsel upon request with Social Security Numbers and address information
17 redacted, and Class Counsel agrees to use such information only for the purposes described in this
18 Agreement.

19 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
20 search based upon the National Change of Address Database to update and correct any known or
21 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
22 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
23 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
24 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
25 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
26 undeliverable within 14 calendar days after mailing.

27 b. The Settlement Administrator will re-mail any notice packet returned by the
28 United States Postal Service with a forwarding address on or before the expiration of the Notice

1 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
2 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
3 mailing received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
4 45 days from the date of the re-mailing, to object, opt out, or dispute the workweeks attributed to
5 him or her.

6 c. The Settlement Administrator will use the appropriate skip tracing and
7 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
8 Class Members, and to re-mail the notice packets returned by the Postal Service without a
9 forwarding address upon locating new or alternate addresses after a reasonable search.

10 d. Class Counsel will provide to the Court, in connection with seeking final
11 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
12 Class Notice was mailed to all Class Members as required by this Agreement.

13 e. The Administrator will establish and maintain and use an internet website to
14 post information of interest to Class Members including the date, time and location for the Final
15 Approval Hearing and copies of the Complaint, Settlement Agreement, Motion for Preliminary
16 Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
17 Final Approval Order and the Judgment.

18 52. Dispute Procedure. The Class Notice will include a procedure by which a Class
19 Member may dispute the number of workweeks allocated to the Class Member by submitting a
20 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
21 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
22 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the
23 Action name and case number; (iii) the number of workweeks the Class Member maintains is
24 correct; and (iv) any documentary evidence sufficient to prove that Defendants’ calculation of the
25 workweeks for the Class Member is incorrect. Upon receipt of notice of a Workweek Dispute, the
26 Settlement Administrator shall promptly serve Defendants’ counsel with a copy of the Workweek
27 Dispute and any accompanying papers. Defendants’ counsel will inform Class Counsel of any such
28 dispute. No Workweek Dispute shall be effective or considered for any purpose unless it is timely

1 mailed by U.S. mail to and received by the Settlement Administrator as provided above. Defendants
2 shall have the right to respond to the Workweek Dispute by any Class Member. The Settlement
3 Administrator will resolve the Workweek Dispute and make a final and binding determination
4 without hearing or right of appeal. The Settlement Administrator's determination will be subject to
5 review by the Court at the time of the Final Approval Hearing so long as the Participating Class
6 Member submits an objection to the Settlement Administrator's determination at or before the Final
7 Approval Hearing.

8 a. Within 14 calendar days after the close of the Notice Period, the Settlement
9 Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount
10 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to the
11 Participating Class Members and the Aggrieved Employees. The report to Class Counsel will not
12 include the names or contact information of Participating Class Members and Aggrieved
13 Employees.

14 53. Opt-Out Procedure. Unless a Class Member timely opts out of the settlement
15 described in this Agreement, the Class Member will be bound by the terms and conditions of this
16 Agreement, including the release of the Released Claims that arose during the Class Period. A Class
17 Member will not be entitled to opt out of the settlement established by this Agreement unless the
18 Class Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request
19 must: (i) contain the Class Member's full name and current address; (ii) a clear reference to the
20 Action, such as by name or case number; (iii) a statement clearly expressing the Class Member's
21 desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked
22 on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA
23 Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes
24 of this Agreement.

25 a. Upon receipt of any Opt-Out Request within the Notice Period, the
26 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
27 out requirements of this Agreement.

1 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
2 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
3 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
4 incomplete, it will make reasonable attempts to contact the Class Member to cure the defect. The
5 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
6 Notice Period, but will report its receipt of any such requests to Class Counsel and Defendants'
7 counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of
8 the Notice Period, the Class Member did not make the request in a timely manner. Absent good
9 cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of
10 an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome
11 the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall
12 the Settlement Administrator have the authority to extend the deadline for Class Members to submit
13 a request to opt out of the settlement without the Parties' joint written consent.

14 c. At the close of the Notice Period, the Settlement Administrator shall report
15 the names of all individuals who opted out of the Agreement to the Parties and include this
16 information in a declaration regarding the distribution of the notice that will be provided in support
17 of Plaintiff's motion for final approval.

18 d. If 5% or more Class Members timely opt out of the settlement, Defendants
19 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
20 days after Defendants receive notice of the number of opt outs. Defendants will provide written
21 notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants
22 elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
23 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
24 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
25 for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
26 it shall be responsible for paying the Settlement Administrator's fees and costs. If the Settlement
27 Agreement is terminated for any other reason, including the Court's failure to grant final approval
28

1 of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the
2 Settlement Administrator's fees and costs.

3 54. Objections To Settlement. Any Class Member may object to the Settlement. Any
4 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
5 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
6 will ensure that any written objections get filed with the Court concurrently with the final approval
7 documents by having it attached to the Settlement Administrator's declaration. Class Members who
8 have not objected in writing may still appear and be heard at the Settlement Hearing.

9 a. Written objections to the Settlement must contain at least the following: (i)
10 the objecting Class Member's full name and current address; (ii) a clear reference to the Action,
11 such as by name or case number; and (iii) a statement of the specific reasons why the objector
12 believes the Settlement is unfair or objects to the Settlement. Though not required, the Parties ask
13 that any objecting Class Member also include a statement of whether the objector intends to appear
14 at the final approval hearing, either in person or through counsel and, if through counsel, a statement
15 identifying that counsel by name, bar number, address, and telephone number. All objections,
16 whether deemed valid or invalid for failure to follow this format, will be submitted to the Court for
17 the Court's review at the Final Fairness Hearing.

18 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
19 the Final Hearing Date, file responses to any written objections submitted to the Court.

20 c. Unless they opt out of the Settlement as specified in Paragraph ~~535355~~, Class
21 Members who object to the proposed settlement or the Agreement will remain Participating Class
22 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
23 remedy against Defendant Paradise Dynasty LLC and the other Released Parties. To the extent any
24 Participating Class Member objects to the proposed settlement or Agreement and such objection is
25 overruled in whole or in part, such individuals will be bound by the Court's Final Order and
26 Judgment.

1 d. In the event that any person objects to or opposes this proposed settlement or
2 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
3 Counsel will use their best efforts to defend the Settlement.

4 e. A Class Member cannot both opt out and object to the Settlement. If a Class
5 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
6 be deemed invalid.

7 55. Funding And Distribution Of Settlement.

8 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
9 Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting
10 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
11 individuals who opted out of the Settlement; the total amount payable to all Participating Class
12 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
13 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
14 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
15 designated as wages, as well as any other information requested by the Parties.

16 b. Defendant Paradise Dynasty LLC shall remit to the Settlement
17 Administrator: (i) the Gross Settlement Amount, which is \$~~300~~290,000.00 unless escalated pursuant
18 to Paragraph 4847, in three ~~equal~~ installments; and (ii) the employer's taxes for any portion of the
19 Individual Settlement Payments designated as wages (collectively, the "**Settlement Fund**"). The
20 first installment of \$~~100~~90,000.00 (the "First Installment") shall be paid to the Settlement
21 Administrator within 65 days of the Court's entry of an order granting final approval of the
22 Settlement. The second installment of \$100,000.00 (the "Second Installment") shall be paid to the
23 Settlement Administrator no later than three (3) months after the First Installment. The Third
24 Installment of \$100,000.00 (the "Third Installment") shall be paid to the settlement administrator
25 no later than two (2) months after the Second Installment. Employer Payroll Taxes shall be paid at
26 the same time as the Third Installment. If the Court does not approve the Parties' funding timeline,
27 the Parties will work together in good faith to address the Court's concerns.

1 c. The delivery by Defendant Paradise Dynasty LLC of the Third Installment of
2 the Settlement Fund to the Settlement Administrator will constitute the full and complete discharge
3 of the entire obligation of Defendants under this Agreement, unless anything reasonably further is
4 requested by the Settlement Administrator to ensure timely and proper disbursement. No Released
5 Party will have any further obligation or liability to the Named Plaintiff, Participating Class
6 Members, Aggrieved Employees, or Class Counsel under this Agreement, in connection with the
7 claims released under this Agreement, regardless of whether the Named Plaintiff, Participating Class
8 Members, Aggrieved Employees, or Class Counsel receive the payments from the Settlement
9 Administrator set forth in this Agreement.

10 d. The distribution of Individual Settlement Payments to Participating Class
11 Members and Aggrieved Employees will occur no later than seven (7) business days after receipt of
12 the entire Settlement Fund from Defendant Paradise Dynasty LLC ("**Settlement Proceeds
13 Distribution Deadline**"). The Settlement Administrator shall be deemed to have timely distributed
14 Individual Settlement Payments, including the Individual PAGA Payments, if it places in the mail
15 the Individual Settlement Payments for all Participating Class Members and the Individual PAGA
16 Payments for all Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No
17 person will have any claim against the Settlement Administrator, Defendants, Class Counsel,
18 Defendants' counsel, or any other agent designated by the Named Plaintiff or Class Counsel based
19 upon the distribution of Individual Settlement Payments made substantially in accordance with this
20 Agreement or further orders of the Court.

21 e. The distribution of the LWDA Payment, Attorneys' Fees and Costs and the
22 Enhancement Award shall occur no later than seven (7) business days after the Settlement
23 Administrator receives the entire Settlement Fund from Defendant Paradise Dynasty LLC.

24 f. If a Participating Class Member's or Aggrieved Employee's check is returned
25 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
26 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
27 expressly understood and agreed that the checks for the Individual Settlement Payments, including
28 the Individual PAGA Payments, will become void and no longer available if not cashed within 180

1 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the
2 State of California's Unclaimed Property Fund in the name of the Participating Class
3 Member/Aggrieved Employee.

4 g. Defendants will not be obligated to make any payments contemplated by this
5 Agreement unless and until the Court enters the Final Order and Judgment. After the Court enters
6 the Final Order and Judgment, Defendants' obligation to make payments contemplated by this
7 Agreement will proceed in accordance with subparagraph b. of this Paragraph.

8 h. Within sixty (60) calendar days of the Settlement Proceeds Distribution
9 Deadline, the Settlement Administrator will provide written certification of completion of settlement
10 administration to Class Counsel and to Defendants' Counsel.

11 56. Binding Effect Of Agreement On Class Members. Subject to final Court approval
12 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
13 Participating Class Members will be bound by this Agreement.

14 57. Binding Effect Of Agreement On Aggrieved Employees And State Of California.
15 The Aggrieved Employees and the State of California, to the maximum extent permitted by law,
16 shall be deemed by operation of the Final Order and Judgment to have agreed not to sue or otherwise
17 make a claim against Defendant Paradise Dynasty LLC or any of the Released Parties for any of the
18 PAGA Claims and to be bound by the release of the PAGA Released Claims as set forth in this
19 Agreement.

20 58. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the
21 Action requesting that the Court preliminarily approve the Settlement shortly after complete
22 execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary
23 approval of the settlement so long as the motion and supporting papers are consistent with the terms
24 of this Agreement. Class Counsel will provide Defendants' counsel with a reasonable opportunity
25 to review, and provide comments to, the motion for preliminary approval of the settlement before
26 the motion and supporting papers are filed with the Court. Notwithstanding the foregoing,
27 Defendants may, without opposing the preliminary approval motion, advise the Court if any of the
28 Defendants disagree with any of the factual statements included by the Named Plaintiff in the motion

1 and supporting papers. Defendants' counsel will meet and confer with Class Counsel regarding any
2 disputed factual statements before notifying the Court of any disputes.

3 59. Non-Interference With Claims Procedure. The Parties and their counsel agree that
4 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
5 exclusion or objections to the settlement or to appeal from the Final Order and Judgment.

6 60. Final Order And Judgment. The Named Plaintiff will request that the Court enter,
7 after the hearing finally approving this Agreement, a Final Order and Judgment. The Named
8 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
9 Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Class and the
10 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
11 Participating Class Members release the Released Parties from the Released Claims; order that the
12 Aggrieved Employees and the State of California release the Released Parties from the PAGA
13 Claims as set forth in this Agreement (to the maximum extent permitted by law); and require the
14 Parties to carry out the provisions of this Agreement.

15 61. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
16 settlement set forth in this Agreement does not become final, the settlement will be null and void
17 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
18 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
19 Action, as if the Parties had never entered into this Agreement, and the class certified pursuant to
20 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
21 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
22 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
23 negotiations shall not be admissible or discoverable in the Action or otherwise.

24 62. No Double Recovery. No person who has already released, assigned, or otherwise
25 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
26 recover under this Agreement.

27 63. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
28 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the

1 negotiations leading to this Agreement with anyone other than to the Court, Class Members, or those
2 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
3 Paragraph ~~636365~~ includes, but is not limited to: (i) publication by the Named Plaintiff or Class
4 Counsel on any website (including, without limitation, publishing on any Twitter account,
5 Facebook, other social media, or blog, or business website) of the amount or terms of the settlement,
6 with or without identifying information; and (ii) the submission of information to Verdicts &
7 Settlements or any other publication that summarizes the results of jury verdicts and settlements.
8 This provision will not prohibit Class Counsel from referring to this Settlement in other matters to
9 support adequacy of Counsel.

10 a. Notwithstanding the foregoing, Class Counsel may respond to questions
11 received from, and discuss any aspect of this Agreement with the Class Members or their legal
12 representatives, the Settlement Administrator, the Court, and representatives of the LWDA.

13 b. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit the
14 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
15 effectuate this Agreement, or the online posting of documents relating to the Action by the
16 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
17 Court.

18 c. The Named Plaintiff and Class Counsel agree that all data and information
19 informally produced by Defendants in connection with the settlement of this Action will be
20 maintained in confidence, and will not be shared with any other persons or entities.

21 64. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
22 material changes to the material terms or conditions of Paragraphs 1 through ~~636365~~ of this
23 Agreement that are not agreed to by the Parties, either Party shall have the right to terminate this
24 Agreement, in which case Defendants would not be obligated to make any payments to any Class
25 Member, to Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good
26 faith before exercising such right.

65. Modification In Writing. This Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

66. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

67. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

CROSNER LEGAL, PC
Zachary M. Crosner, Esq.
Jamie K. Serb, Esq.
~~Michael W. Jones, Esq.~~
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Telephone: (866) 276-7697

COUNSEL FOR DEFENDANTS

RUTAN & TUCKER, LLP
Edson K. McClellan, Esq.
Noell C. Rice, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

68. Binding On Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

69. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the PAGA Claims, and the Released Claims against Defendants and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

70. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

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

72. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

73. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement pursuant to California Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).

1 74. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
2 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
3 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
4 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
5 Parties, all Parties have contributed to the preparation of this Agreement.

6 75. Representation And Warranties. Class Counsel and the Named Plaintiff represent
7 and warrant to Defendants that they are not aware of any attorneys beyond those named as Class
8 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
9 Agreement.

10 76. Authorization To Act. Each Party to this Agreement covenants and warrants that (a)
11 such Party has full power and authority to enter into and consummate all transactions contemplated
12 by this Agreement and have duly authorized the execution, delivery, and performance of this
13 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,
14 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
15 authority to execute any and all necessary instruments in connection with the Settlement, and to
16 fully bind such Party to the terms and obligations of this Agreement.

17 77. Representation By Counsel. The Parties acknowledge that each of them has been
18 represented by their respective counsel throughout all negotiations that preceded the execution of
19 this Agreement, and that this Agreement has been executed with the consent and advice of their
20 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
21 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
22 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
23 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
24 Plaintiff as provided by this Agreement.

25 78. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
26 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
27 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.
28

79. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements arising from the Action or the Gross Settlement Amount from the Released Parties except as expressly provided for in this Agreement.

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

81. No Collateral Attack. This Agreement will not be subject to collateral attack by any Class Member or any recipient of the Class Notice after the Final Order and Judgment. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of their Individual Settlement Payment, or for opting out of the Settlement.

IT IS SO AGREED:

PLAINTIFF AUSTIN EASLEY

Dated: _____

By: _____
Austin Easley
Named Plaintiff

Dated: _____

DEFENDANT PARADISE DYNASTY LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

By: _____

Title: _____

DEFENDANT PARADISE GROUP
HOLDINGS USA, INC.

By: _____

Title: _____

Dated: _____

DEFENDANT DPPA GROUP, INC.

By: _____

Title: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPROVED AS TO FORM ONLY AND AGREE TO BE
BOUND BY PARAGRAPH ~~6363~~65:

Dated: _____

CROSNER LEGAL, PC

By: _____

Jamie Serb
~~Michael Jones~~
Zachary Crosner
Attorneys for Plaintiff

APPROVED AS TO FORM ONLY:

Dated: _____

RUTAN & TUCKER, LLP

By: _____

Edson K. McClellan
Attorneys for Defendants

EXHIBIT

3

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Austin Easley v. Paradise Dynasty LLC, et al
Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC

IF YOU ARE OR WERE a non-exempt, hourly-paid employee of Paradise Dynasty LLC (“Defendant”) employed in California at any time between July 12, 2021 through July 2, 2023 YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	If you do nothing, you will <u>automatically</u> receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF (OPT-OUT OF THE SETTLEMENT)	If you exclude yourself from the Settlement, you will not receive a payment from the Settlement. This is the only option that allows you to file your own lawsuit against Defendant for claims released in this Settlement. However, if you exclude yourself and you are an “Aggrieved Employee” (i.e. a non-exempt, hourly-paid employee of Defendant employed in California at any time between January 2, 2022 through July 2, 2023) you will still receive a portion of the monies allocated to settle the claims under the Private Attorneys General Act of 2004 (“PAGA”). See below, at Section 4, for more information.
OBJECT	If you have not requested exclusion, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. If the Court overrules your objection and approves the settlement, you will receive a portion of the Settlement. See below, at Section 4, for more information.

TABLE OF CONTENTS

1.	Why Should You Read This Notice?	Page 2
2.	What Is this Case About?	Page 3
3.	How Will Payments Be Made and How Much Can I Expect to Receive?....	Page 3
4.	What Are My Rights? How Will My Rights Be Affected?.....	Page 5
5.	Who Are the Attorneys Representing the Parties?	Page 8
6.	How Do I Obtain More Information?	Page 8

1. *Why Should You Read This Notice?*

This Notice informs you of your rights to share in the Settlement and of the claims being released under the Settlement. You have received this Notice because Defendant's records indicate that you are or were employed in California by Defendant as a non-exempt, hourly-paid employee sometime between July 12, 2021 through July 2, 2023 (this time period is defined as the "Class Period"), which makes you a Class Member. The Class is comprised of all non-exempt, hourly-paid employees of Defendant employed in California at any time during the Class Period. All individuals fitting this description are considered "Class Members."

If you were also employed as a non-exempt, hourly paid employee of Defendant employed in California between January 2, 2022 and July 2, 2023 (defined as the "PAGA Period"), then you are also an "Aggrieved Employee" and will automatically receive a portion of the PAGA Payment made under this Settlement. All individuals fitting this description within the PAGA Period are considered "Aggrieved Employees."

The Court preliminarily approved the Settlement on <<date>> in Department CX 103 in the Orange County Superior Court, State of California. At this hearing, the Court determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on <<date>> at <<time>> a.m./p.m. in Department CX 103 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

A. How Will I Know If The Court Changes The Date Or Location Of The Final Approval Hearing?

If the Court changes the date of the Final Approval Hearing, **you will not receive notice of the change**. It is strongly suggested that, prior to the scheduled Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [Date] at [Time] a.m./p.m. in Department CX 103; (2) contact Class Counsel; or (3) check the Court's docket for this Class Action to see if the hearing is still scheduled on [Date] at [Time] a.m. in Department CX 103. You can also check the Settlement Administrator's website at [website address] for any updates to the date and time for the Final Approval Hearing.

To check the Court's docket, go to www.occourts.org. Click on "Online Case Access," then click on the "Access Now" button for "Civil Case & Document Access." Click on the button "Accept Terms," then type in the Case Number "30-2022-01291762" and "2022" for Year Filed. Then check the box to indicate you are not a robot and click "Search." The date, time, and location of the Final Approval Hearing will be listed under "Hearings." This process is free.

B. I Want To Attend The Hearing. What Are The Court's COVID-19 Procedures?

If you wish to attend the Final Approval Hearing, please check the Court's website for the Court's current Covid-19 procedures for attendance at hearings – these procedures can change at any time. You can attend the hearing remotely via Zoom. Please go to the Court's website (<https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>) and click on "Department CXC103 Judge Lon Hurwitz." Follow the prompts to attend the hearing via Zoom. This process is free. If you need further instructions on how to attend this hearing, please contact the Settlement Administrator or Class Counsel.

C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?

You may contact the Settlement Administrator or Class Counsel to find out if the Court granted Final Approval of the Settlement and entered Judgment. If you wish to obtain a copy of the Judgment, it will be posted on the Settlement Administrator's website at [\[website address\]](#) and is also available on the Court's docket. To check the Court's docket, please follow the steps detailed above in Section A on page 2.

2. *What Is this Case About?*

On November 15, 2022, Plaintiff Austin Easley filed a lawsuit on behalf of himself and all other similarly situated persons employed by Defendants. The lawsuit was assigned case number 30-2022-01291762-CU-OE-CXC. Plaintiff Easley later amended his lawsuit on March 8, 2023. Austin Easley is the Plaintiff and Class Representative in this lawsuit. He is acting on behalf of himself and all Class Members.

The lawsuit alleges the following claims: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; (8) unfair completion; and (9) penalties pursuant to Labor Code § 2698 et seq. ("PAGA"). The lawsuit seeks recovery of unpaid wages, restitution, damages, statutory penalties, civil penalties, interest, attorney's fees and costs.

Defendants Paradise Dynasty LLC, Paradise Group Holdings USA, Inc. and DPPA Group, Inc. ("Defendants") deny all allegations raised in the lawsuit and believe they have no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. The Court has not expressed any opinion as to the validity of the claims raised in these lawsuits and has not ruled on any of the causes of action prior to the Parties' agreement to settle.

The Parties reached a settlement subject to Court approval as represented in the Amended Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (the "Settlement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendants do not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

3. *How Will Payments Be Made and How Much Can I Expect to Receive?*

Defendants will pay a total sum of \$290,000.00 ("Gross Settlement Amount"). The following payments will be deducted from the Gross Settlement Amount: (1) the Settlement Administrator's costs and fees incurred to administer this settlement, in an amount estimated not to exceed \$10,500.00; (2) the PAGA Amount of \$20,000.00 (75% or \$15,000.00 of which will be sent to the California Labor and Workforce Development Agency ("LWDA") and 25% or \$5,000.00 of which will be distributed proportionately to Aggrieved Employees); (3) attorney's fees, in an amount not to exceed \$96,666.67 (one-third of the Gross Settlement Amount); and (4) litigation costs, in an amount not to exceed \$17,000.00. All of these payments are subject to Court approval and the Court has the

discretion to award less than the amounts listed above. Defendants' portion of payroll taxes as the Class Members' current or former employer will be paid separately from the Gross Settlement Amount.

A. When Will Payments Be Made?

The settlement will be funded by Defendants in three installment payments: (1) the First Installment of \$90,000.00 shall be paid within 65 days of the Court's order entering final approval of the Settlement; (2) the Second Installment of \$100,000.00 shall be paid no later than three (3) months after the First Installment; (3) the Third Installment of \$100,000.00 and Defendants' share of employer taxes shall be paid no later than two (2) months after the Second Installment.

The Settlement Administrator will disburse all payments under the Settlement no later than seven (7) business days after receipt of all funds due under the Settlement.

B. How Are Payments to Class Members Calculated?

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not requested exclusion from the Settlement. Each Class Member's proportionate share of the Net Settlement Amount will be calculated as follows: the number of weeks each Class Member worked for Defendant in California during the Class Period, divided by the total number of weeks worked by all Class Members during the Class Period, multiplied by the Net Settlement Amount. The number of weeks worked by each Class Member will be derived from Defendant's records.

C. How Are Payments to PAGA Members Calculated?

Each Aggrieved Employee will receive a proportionate share of the \$5,000.00 PAGA Payment earmarked for distribution to Aggrieved Employees. This payment will be calculated by dividing the number of weeks an individual Aggrieved Employee worked for Defendant in California during the PAGA Period, by the total number of weeks worked by all Aggrieved Employees during the PAGA Period and multiplied by \$5,000.00. The number of weeks worked by all Aggrieved Employees will be derived from Defendant's records.

D. What Is My Estimated Payment?

Although your exact individual settlement payment cannot be precisely calculated until after the time during which Class Members may request to exclude themselves from the Settlement concludes, based upon the calculations above, your estimated individual settlement payments are as follows:

Defendant's records indicate that you were employed approximately [REDACTED] workweeks between July 12, 2021 through July 2, 2023 ("Class Period"). Based on these records, your total estimated payment as a Class Member would be \$ [REDACTED], less applicable taxes. Defendant's records indicate that you were employed approximately [REDACTED] weeks between January 2, 2022 through July 2, 2023 ("PAGA Period"). Based on these records, your total estimated payment as an Aggrieved Employee would be \$ [REDACTED].

E. My Work Week Count Is Incorrect. How Do I Dispute It?

If you think the number of weeks you worked during the Class Period or PAGA Period are incorrect, you may contact the Settlement Administrator to dispute your work week allotment and provide any documentation

supporting your dispute. Your documentation for your workweek dispute must contain the following: (i) your full name, current address, and signature; (ii) the Action name and case number (*Austin Easley v. Paradise Dynasty LLC*, Case No. 30-2022-01291762); the number of workweeks you main is correct; and (iv) any documentary evidence sufficient to prove that Defendant’s calculation of the number of weeks you worked is incorrect. This documentation must be returned by mail to the Settlement Administrator and postmarked on or before the [Response Deadline]. The postmark date will be the exclusive means to determine whether a dispute was submitted on time.

The Settlement Administrator will investigate your dispute, request additional information from Defendant, and make a final decision as to the number of eligible work weeks that should be used to determine your individual settlement payment. However, the Settlement Administrator’s determination will be subject to review by the Court at the time of the Final Approval Hearing so long as you timely submit your dispute. Absent evidence demonstrating Defendant’s records are incorrect, Defendant’s records will likely be presumed correct.

F. How Will My Settlement Payment Be Taxed?

Twenty percent (20%) of each individual settlement payment will be allocated as wages and eighty percent (80%) will be allocated as non-wages for penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. No tax withholding shall be made on the non-wages portion of the individual settlement payment. The Settlement Administrator will issue the checks and IRS Forms to each Class Member.

G. What Happens If I Do Not Cash My Settlement Check?

Any checks issued by the Settlement Administrator must be cashed or deposited within 180 calendar days. After 180 calendar days from the date of mailing, the checks shall become null and void, cancelled, and the uncashed funds shall be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of those individuals who did not cash their checks to claim at a future date.

H. Moving? Update Your Address With The Settlement Administrator.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

4. What Are My Rights? How Will My Rights Be Affected?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement. California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

DO NOTHING:	If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and automatically receive an individual settlement payment. You will be bound to the release of the Released Claims as defined in the Settlement and the Judgment. You will also give up your right to pursue the Released Claims as defined below.
--------------------	---

REQUEST EXCLUSION (“OPT OUT”):	If you do <u>not</u> want to take part in the Settlement, you must mail a written request for exclusion to the Settlement Administrator at [Settlement Administrator’s address]. The written request for exclusion must: (a) include your full name and current address; (b) a clear reference to the lawsuit, such as by name (<i>Austin Easley v. Paradise Dynasty LLC</i>) or case number (30-2022-01291762); and (c) a statement demonstrating your intention to exclude yourself from the Settlement, in sum or substance, as the following statement: “I request to be excluded from this class action settlement.” The Request for Exclusion must be postmarked on or before [the Response Deadline]. The postmark date will be the exclusive means to determine whether the request for exclusion was submitted on time. Following Final Approval of the Settlement, the Court will enter Judgment. The Judgment will bind all Class Members who do not request exclusion from the Settlement on time. If you request exclusion from the Settlement, you retain your rights to sue the Released Parties for the Released Claims and will not receive an individual settlement payment. However, if you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Payment.
OBJECT:	If you have not requested exclusion from (i.e. opted out of) the Settlement, you may object to the Settlement, personally or through an attorney, by mailing your written objection to the Settlement Administrator at [Settlement Administrator’s address]. The written objection should state: (a) your full name and current address; (b) a clear reference to the lawsuit, such as by name (<i>Austin Easley v. Paradise Dynasty LLC</i>) or case number (30-2022-01291762); and (c) and a statement that you object to the Settlement, including any facts or arguments in support of the objection. You may appear (but are not required) at the Final Approval Hearing, in person or through an attorney. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. If counsel will be representing you, the parties request that you provide your counsel’s name, address, telephone, and bar number with your statement objecting to the Settlement. Any written objection must be postmarked before [the Response Deadline]. The postmark date will be the exclusive means to determine whether the written objection was submitted on time. If the Court rejects or overrules your objection, you will receive your individual settlement payment and be bound by the terms of the Settlement. Class Members who have not objected in writing may still appear and be heard at the Final Approval Hearing.

Effect of the Settlement on Your Rights:

A. Class Released Claims

The Judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Class Members who have not expressly requested to be excluded (opt out) from the Settlement. Upon Defendants’ funding of the Gross Settlement Amount, all Class Members who do not

request to be excluded from the Settlement will release the Released Parties¹ from the following Released Claims for the Class Period:

For the duration of the Class Period, any and all claims, known or unknown, contingent or accrued, against Defendant Paradise Dynasty LLC and the other Released Parties that have been, or reasonably could have been, asserted against Defendant Paradise Dynasty LLC or any of the other Released Parties based on the facts, matters, transactions or occurrences alleged in the Action and arising during the Class Period, including, without limiting the foregoing, claims for: failure to pay minimum wages and liquidated damages; failure to pay overtime, failure to provide meal periods or premium pay in lieu thereof; failure to provide rest breaks or premium pay in lieu thereof; inaccurate itemized wage statements; failure to timely pay wages upon separation; unreimbursed business expenses; and unfair competition in relation to the foregoing claims; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.6, 226.7, 256, 510, 512, 1024.5, 1174, 1194, 1194.2, 1197, 1198, 2802; the applicable California Wage Orders, and all related or corresponding federal laws; violation of California Business and Professions Code § 17200 *et seq.*; related violations of the applicable California Wage Orders; and violations of all related or corresponding federal law in connection with the alleged Labor code violations alleged (or that could be alleged based on the facts pled) in the lawsuit. This release excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

B. PAGA Released Claims

The Judgment entered by the Court upon Final Approval of the Settlement shall also have *res judicata* effect and be final and binding upon Plaintiffs, Aggrieved Employees, and the California Labor and Workforce Development Agency. If you are an Aggrieved Employee, this Settlement will release the following PAGA Claims, regardless of whether or not you requested exclusion from the Settlement. Upon Defendants' funding of the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and the California Labor and Workforce Development Agency shall forever release the Released Parties from the following PAGA Released Claims for the PAGA Period:

All claims for penalties under the California Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, *et seq.*) that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the alleged: failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay minimum wages; failure to pay overtime wages; failure to maintain accurate records; standard conditions of labor violations; refusal to make payments; statutory wage violations; unreimbursed business expenses; inaccurate itemized wage statements; failure to provide paid sick leave and supplemental sick leave; failure to provide proper notice of paid sick leave rights; failure to timely pay all wages upon separation of employment; failure to produce records; failure to provide suitable resting facilities; seating violations; unlawful deductions; failure to pay vested vacation wages; unlawful tip pooling; and unlawful criminal inquiries; violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 246, 247.5, 245, 248.5, 256, 351-353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and related violations of the applicable California Wage Orders. This release excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

¹ "Released Parties" means Defendant Paradise Dynasty LLC and its current and former parents (including, but not limited to, Paradise Group Holdings USA, Inc. and DPPA Group, Inc.), predecessors or successors, holding companies, affiliated companies or entities (including, but not limited to, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, attorneys, and agents).

5. *Who Are the Attorneys Representing the Parties?*

Class Counsel / Plaintiff's Counsel:

Jamie Serb, Esq.
Zachary Crosner, Esq.
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Tel.: (866) 276-7697

Defendants' Counsel:

Edson K. McClellan, Esq.
Noell C. Rice, Esq.
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Tel.: (714) 641-5100

You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *How Do I Obtain More Information?*

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you can request copies of documents filed with the Court, free of charge, from Class Counsel or the Settlement Administrator.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel at the information listed above or contact the Settlement Administrator at [phone number]. Please refer to the Paradise Dynasty Class Action Settlement.

You may visit the Settlement Administrator's website at [website address] to view copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval, the Court's Preliminary Approval Order, and the Class Notice. When available, this website will also contain copies of the Motion for Final Approval, the Court's Final Approval Order, and the Judgment.

You may also obtain documents filed in these lawsuits from the Court's website for a fee. To check the Court's docket, go to www.occourts.org. Click on "Online Case Access," then click on the "Access Now" button for "Civil Case & Document Access." Click on the button "Accept Terms, " then type in the Case Number "30-2022-01291762" and "2022" for Year Filed. Then check the box to indicate you are not a robot and click "Search" to access documents on file for this lawsuit. You can purchase the documents listed for a fee.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT

4

NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Austin Easley v. Paradise Dynasty LLC, et al
Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC

IF YOU ARE OR WERE a non-exempt, hourly-paid employee of Paradise Dynasty LLC (“Defendant”) employed in California at any time between July 12, 2021 through July 2, 2023 YOU ARE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

A court approved this notice. This is not an advertisement.

You are not being sued. However, your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	If you do nothing, you will <u>automatically</u> receive a payment from the Settlement. No action is required for you to receive a share of this Settlement.
EXCLUDE YOURSELF (OPT-OUT OF THE SETTLEMENT)	If you exclude yourself from the Settlement, you will not receive a payment from the Settlement. This is the only option that allows you to file your own lawsuit against Defendant for claims released in this Settlement. However, if you exclude yourself and you are an “Aggrieved Employee” (i.e. a non-exempt, hourly-paid employee of Defendant employed in California at any time between January 2, 2022 through July 2, 2023) you will still receive a portion of the monies allocated to settle the claims under the Private Attorneys General Act of 2004 (“PAGA”). See below, at Section 4, for more information.
OBJECT	If you have not requested exclusion, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from receiving a portion of the Settlement. If the Court overrules your objection and approves the settlement, you will receive a portion of the Settlement. See below, at Section 4, for more information.

TABLE OF CONTENTS

1.	Why Should You Read This Notice?	Page 2
2.	What Is this Case About?	Page 3
3.	How Will Payments Be Made and How Much Can I Expect to Receive?....	Page 3
4.	What Are My Rights? How Will My Rights Be Affected?.....	Page 5
5.	Who Are the Attorneys Representing the Parties?	Page 8
6.	How Do I Obtain More Information?.....	Page 8

1. *Why Should You Read This Notice?*

This Notice informs you of your rights to share in the Settlement and of the claims being released under the Settlement. You have received this Notice because Defendant's records indicate that you are or were employed in California by Defendant as a non-exempt, hourly-paid employee sometime between July 12, 2021 through July 2, 2023 (this time period is defined as the "Class Period"), which makes you a Class Member. The Class is comprised of all non-exempt, hourly-paid employees of Defendant employed in California at any time during the Class Period. All individuals fitting this description are considered "Class Members."

If you were also employed as a non-exempt, hourly paid employee of Defendant employed in California between January 2, 2022 and July 2, 2023 (defined as the "PAGA Period"), then you are also an "Aggrieved Employee" and will automatically receive a portion of the PAGA Payment made under this Settlement. All individuals fitting this description within the PAGA Period are considered "Aggrieved Employees."

The Court preliminarily approved the Settlement on <<date>> in Department CX 103 in the Orange County Superior Court, State of California. At this hearing, the Court determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable and ordered that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed Settlement on <<date>> at <<time>> a.m./p.m. in Department CX 103 of the Orange County Superior Court, Civil Complex Center, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. The Final Approval Hearing may be continued to another date without further notice.

A. How Will I Know If The Court Changes The Date Or Location Of The Final Approval Hearing?

If the Court changes the date of the Final Approval Hearing, **you will not receive notice of the change**. It is strongly suggested that, prior to the scheduled Final Approval hearing, you: (1) contact the Settlement Administrator to find out if the Final Approval hearing is still scheduled for [Date] at [Time] a.m./p.m. in Department CX 103; (2) contact Class Counsel; or (3) check the Court's docket for this Class Action to see if the hearing is still scheduled on [Date] at [Time] a.m. in Department CX 103. You can also check the Settlement Administrator's website at [website address] for any updates to the date and time for the Final Approval Hearing.

To check the Court's docket, go to www.occourts.org. Click on "Online Case Access," then click on the "Access Now" button for "Civil Case & Document Access." Click on the button "Accept Terms," then type in the Case Number "30-2022-01291762" and "2022" for Year Filed. Then check the box to indicate you are not a robot and click "Search." The date, time, and location of the Final Approval Hearing will be listed under "Hearings." This process is free.

B. I Want To Attend The Hearing. What Are The Court's COVID-19 Procedures?

If you wish to attend the Final Approval Hearing, please check the Court's website for the Court's current Covid-19 procedures for attendance at hearings – these procedures can change at any time. You can attend the hearing remotely via Zoom. Please go to the Court's website (<https://www.occourts.org/general-information/covid-19-response/civil-covid-19-response/civil-remote-hearings>) and click on "Department CXC103 Judge Lon Hurwitz." Follow the prompts to attend the hearing via Zoom. This process is free. If you need further instructions on how to attend this hearing, please contact the Settlement Administrator or Class Counsel.

C. If I Do Not Go To The Final Approval Hearing, How Will I Know If The Court Granted Final Approval Of The Settlement And Entered Final Judgment?

You may contact the Settlement Administrator or Class Counsel to find out if the Court granted Final Approval of the Settlement and entered Judgment. If you wish to obtain a copy of the Judgment, it will be posted on the Settlement Administrator's website at [\[website address\]](#) and is also available on the Court's docket. To check the Court's docket, please follow the steps detailed above in Section A on page 2.

2. *What Is this Case About?*

On November 15, 2022, Plaintiff Austin Easley filed a lawsuit on behalf of himself and all other similarly situated persons employed by Defendants. The lawsuit was assigned case number 30-2022-01291762-CU-OE-CXC. Plaintiff Easley later amended his lawsuit on March 8, 2023. Austin Easley is the Plaintiff and Class Representative in this lawsuit. He is acting on behalf of himself and all Class Members.

The lawsuit alleges the following claims: (1) recovery of unpaid minimum wages and liquidated damages; (2) recovery of unpaid overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to furnish accurate itemized wage statements; (6) failure to timely pay all wages due upon separation of employment; (7) failure to reimburse business expenses; (8) unfair completion; and (9) penalties pursuant to Labor Code § 2698 et seq. ("PAGA"). The lawsuit seeks recovery of unpaid wages, restitution, damages, statutory penalties, civil penalties, interest, attorney's fees and costs.

Defendants Paradise Dynasty LLC, Paradise Group Holdings USA, Inc. and DPPA Group, Inc. ("Defendants") deny all allegations raised in the lawsuit and believe they have no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, common law, or equitable theory. The Court has not expressed any opinion as to the validity of the claims raised in these lawsuits and has not ruled on any of the causes of action prior to the Parties' agreement to settle.

The Parties reached a settlement subject to Court approval as represented in the Amended Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (the "Settlement"). Class Counsel believes that the Settlement is fair, reasonable, and adequate, and that it is in the best interests of Class Members. Likewise, Defendants have decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendants do not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

3. *How Will Payments Be Made and How Much Can I Expect to Receive?*

Defendants will pay a total sum of ~~\$300,290~~290,000.00 ("Gross Settlement Amount"). The following payments will be deducted from the Gross Settlement Amount: (1) ~~the Class Representative Enhancement Payment, in an amount estimated not to exceed \$10,000.00;~~ (2) the Settlement Administrator's costs and fees incurred to administer this settlement, in an amount estimated not to exceed \$10,500.00; (3) the PAGA Amount of \$20,000.00 (75% or \$15,000.00 of which will be sent to the California Labor and Workforce Development Agency ("LWDA") and 25% or \$5,000.00 of which will be distributed proportionately to Aggrieved Employees); (4) attorney's fees, in an amount not to exceed ~~\$100,000.00~~96,666.67 (one-third of the Gross Settlement Amount); and (5) litigation costs, in an amount not to exceed \$17,000.00. All of these payments are subject to Court approval and the Court has the

discretion to award less than the amounts listed above. Defendants' portion of payroll taxes as the Class Members' current or former employer will be paid separately from the Gross Settlement Amount.

A. When Will Payments Be Made?

The settlement will be funded by Defendants in three installment payments: (1) the First Installment of ~~\$100~~90,000.00 shall be paid within 65 days of the Court's order entering final approval of the Settlement; (2) the Second Installment of \$100,000.00 shall be paid no later than three (3) months after the First Installment; (3) the Third Installment of \$100,000.00 and Defendants' share of employer taxes shall be paid no later than two (2) months after the Second Installment.

The Settlement Administrator will disburse all payments under the Settlement no later than seven (7) business days after receipt of all funds due under the Settlement.

B. How Are Payments to Class Members Calculated?

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Class Members who have not requested exclusion from the Settlement. Each Class Member's proportionate share of the Net Settlement Amount will be calculated as follows: the number of weeks each Class Member worked for Defendant in California during the Class Period, divided by the total number of weeks worked by all Class Members during the Class Period, multiplied by the Net Settlement Amount. The number of weeks worked by each Class Member will be derived from Defendant's records.

C. How Are Payments to PAGA Members Calculated?

Each Aggrieved Employee will receive a proportionate share of the \$5,000.00 PAGA Payment earmarked for distribution to Aggrieved Employees. This payment will be calculated by dividing the number of weeks an individual Aggrieved Employee worked for Defendant in California during the PAGA Period, by the total number of weeks worked by all Aggrieved Employees during the PAGA Period and multiplied by \$5,000.00. The number of weeks worked by all Aggrieved Employees will be derived from Defendant's records.

D. What Is My Estimated Payment?

Although your exact individual settlement payment cannot be precisely calculated until after the time during which Class Members may request to exclude themselves from the Settlement concludes, based upon the calculations above, your estimated individual settlement payments are as follows:

Defendant's records indicate that you were employed approximately [REDACTED] workweeks between July 12, 2021 through July 2, 2023 ("Class Period"). Based on these records, your total estimated payment as a Class Member would be \$ [REDACTED], less applicable taxes. Defendant's records indicate that you were employed approximately [REDACTED] weeks between January 2, 2022 through July 2, 2023 ("PAGA Period"). Based on these records, your total estimated payment as an Aggrieved Employee would be \$ [REDACTED].

E. My Work Week Count Is Incorrect. How Do I Dispute It?

If you think the number of weeks you worked during the Class Period or PAGA Period are incorrect, you may contact the Settlement Administrator to dispute your work week allotment and provide any documentation

supporting your dispute. Your documentation for your workweek dispute must contain the following: (i) your full name, current address, and signature; (ii) the Action name and case number (*Austin Easley v. Paradise Dynasty LLC*, Case No. 30-2022-01291762); the number of workweeks you main is correct; and (iv) any documentary evidence sufficient to prove that Defendant’s calculation of the number of weeks you worked is incorrect. This documentation must be returned by mail to the Settlement Administrator and postmarked on or before the [Response Deadline]. The postmark date will be the exclusive means to determine whether a dispute was submitted on time.

The Settlement Administrator will investigate your dispute, request additional information from Defendant, and make a final decision as to the number of eligible work weeks that should be used to determine your individual settlement payment. However, the Settlement Administrator’s determination will be subject to review by the Court at the time of the Final Approval Hearing so long as you timely submit your dispute. Absent evidence demonstrating Defendant’s records are incorrect, Defendant’s records will likely be presumed correct.

F. How Will My Settlement Payment Be Taxed?

Twenty percent (20%) of each individual settlement payment will be allocated as wages and eighty percent (80%) will be allocated as non-wages for penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Settlement Administrator. No tax withholding shall be made on the non-wages portion of the individual settlement payment. The Settlement Administrator will issue the checks and IRS Forms to each Class Member.

G. What Happens If I Do Not Cash My Settlement Check?

Any checks issued by the Settlement Administrator must be cashed or deposited within 180 calendar days. After 180 calendar days from the date of mailing, the checks shall become null and void, cancelled, and the uncashed funds shall be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, in the name of those individuals who did not cash their checks to claim at a future date.

H. Moving? Update Your Address With The Settlement Administrator.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

4. What Are My Rights? How Will My Rights Be Affected?

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are explained below.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement. California law protects Class Members from retaliation based on their decision to participate in a class action settlement.

DO NOTHING:	If you do nothing and the Court grants final approval of the Settlement, you will become part of this Class Action and automatically receive an individual settlement payment. You will be bound to the release of the Released Claims as defined in the Settlement and the Judgment. You will also give up your right to pursue the Released Claims as defined below.
--------------------	---

REQUEST EXCLUSION ("OPT OUT"):	If you do not want to take part in the Settlement, you must mail a written request for exclusion to the Settlement Administrator at [Settlement Administrator's address]. The written request for exclusion must: (a) include your full name and current address; (b) a clear reference to the lawsuit, such as by name (<i>Austin Easley v. Paradise Dynasty LLC</i>) or case number (30-2022-01291762); and (c) a statement demonstrating your intention to exclude yourself from the Settlement, in sum or substance, as the following statement: "I request to be excluded from this class action settlement." The Request for Exclusion must be postmarked on or before [the Response Deadline]. The postmark date will be the exclusive means to determine whether the request for exclusion was submitted on time. Following Final Approval of the Settlement, the Court will enter Judgment. The Judgment will bind all Class Members who do not request exclusion from the Settlement on time. If you request exclusion from the Settlement, you retain your rights to sue the Released Parties for the Released Claims and will not receive an individual settlement payment. However, if you request exclusion from the Settlement and are also an Aggrieved Employee, you will still receive your proportionate payment of the PAGA Payment.
OBJECT:	If you have not requested exclusion from (i.e. opted out of) the Settlement, you may object to the Settlement, personally or through an attorney, by mailing your written objection to the Settlement Administrator at [Settlement Administrator's address]. The written objection should state: (a) your full name and current address; (b) a clear reference to the lawsuit, such as by name (<i>Austin Easley v. Paradise Dynasty LLC</i>) or case number (30-2022-01291762); and (c) and a statement that you object to the Settlement, including any facts or arguments in support of the objection. You may appear (but are not required) at the Final Approval Hearing, in person or through an attorney. The Court will hear from any Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection. If counsel will be representing you, the parties request that you provide your counsel's name, address, telephone, and bar number with your statement objecting to the Settlement. Any written objection must be postmarked before [the Response Deadline]. The postmark date will be the exclusive means to determine whether the written objection was submitted on time. If the Court rejects or overrules your objection, you will receive your individual settlement payment and be bound by the terms of the Settlement. Class Members who have not objected in writing may still appear and be heard at the Final Approval Hearing.

Effect of the Settlement on Your Rights:

A. Class Released Claims

The Judgment entered by the Court upon Final Approval of the Settlement shall have *res judicata* effect and be final and binding upon Plaintiff and all Class Members who have not expressly requested to be excluded (opt out) from the Settlement. Upon Defendants' funding of the Gross Settlement Amount, all Class Members who do not

request to be excluded from the Settlement will release the Released Parties¹ from the following Released Claims for the Class Period:

For the duration of the Class Period, any and all claims, known or unknown, contingent or accrued, against Defendant Paradise Dynasty LLC and the other Released Parties that have been, or reasonably could have been, asserted against Defendant Paradise Dynasty LLC or any of the other Released Parties based on the facts, matters, transactions or occurrences alleged in the Action and arising during the Class Period, including, without limiting the foregoing, claims for: failure to pay minimum wages and liquidated damages; failure to pay overtime, failure to provide meal periods or premium pay in lieu thereof; failure to provide rest breaks or premium pay in lieu thereof; inaccurate itemized wage statements; failure to timely pay wages upon separation; unreimbursed business expenses; and unfair competition in relation to the foregoing claims; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.6, 226.7, 256, 510, 512, 1024.5, 1174, 1194, 1194.2, 1197, 1198, 2802; the applicable California Wage Orders, and all related or corresponding federal laws; violation of California Business and Professions Code § 17200 *et seq.*; related violations of the applicable California Wage Orders; and violations of all related or corresponding federal law in connection with the alleged Labor code violations alleged (or that could be alleged based on the facts pled) in the lawsuit. This release excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the Class Period.

B. PAGA Released Claims

The Judgment entered by the Court upon Final Approval of the Settlement shall also have *res judicata* effect and be final and binding upon Plaintiffs, Aggrieved Employees, and the California Labor and Workforce Development Agency. If you are an Aggrieved Employee, this Settlement will release the following PAGA Claims, regardless of whether or not you requested exclusion from the Settlement. Upon Defendants' funding of the Gross Settlement Amount, Plaintiffs, Aggrieved Employees, and the California Labor and Workforce Development Agency shall forever release the Released Parties from the following PAGA Released Claims for the PAGA Period:

All claims for penalties under the California Private Attorneys General Act of 2004 (Cal. Labor Code § 2698, *et seq.*) that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on the alleged: failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to pay minimum wages; failure to pay overtime wages; failure to maintain accurate records; standard conditions of labor violations; refusal to make payments; statutory wage violations; unreimbursed business expenses; inaccurate itemized wage statements; failure to provide paid sick leave and supplemental sick leave; failure to provide proper notice of paid sick leave rights; failure to timely pay all wages upon separation of employment; failure to produce records; failure to provide suitable resting facilities; seating violations; unlawful deductions; failure to pay vested vacation wages; unlawful tip pooling; and unlawful criminal inquiries; violations of California Labor Code §§ 201, 202, 203, 204, 210, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 246, 247.5, 245, 248.5, 256, 351-353, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and related violations of the applicable California Wage Orders. This release excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside of the PAGA Period.

¹ "Released Parties" means Defendant Paradise Dynasty LLC and its current and former parents (including, but not limited to, Paradise Group Holdings USA, Inc. and DPPA Group, Inc.), predecessors or successors, holding companies, affiliated companies or entities (including, but not limited to, owners, shareholders, members, partners, officers, directors, managers, employees, insurers, attorneys, and agents).

5. Who Are the Attorneys Representing the Parties?

Class Counsel / Plaintiff's Counsel:

Jamie Serb, Esq.
Zachary Crosner, Esq.
~~Michael Jones, Esq.~~
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Tel.: (866) 276-7697

Defendants' Counsel:

Edson K. McClellan, Esq.
Noell C. Rice, Esq.
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Tel.: (714) 641-5100

You do not need to hire your own attorney because Class Counsel are working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. How Do I Obtain More Information?

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you can request copies of documents filed with the Court, free of charge, from Class Counsel or the Settlement Administrator.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may call Class Counsel at the information listed above or contact the Settlement Administrator at **[phone number]**. Please refer to the Paradise Dynasty Class Action Settlement.

You may visit the Settlement Administrator's website at **[website address]** to view copies of the Complaint, Settlement Agreement, Motion for Preliminary Approval, the Court's Preliminary Approval Order, and the Class Notice. When available, this website will also contain copies of the Motion for Final Approval, the Court's Final Approval Order, and the Judgment.

You may also obtain documents filed in these lawsuits from the Court's website for a fee. To check the Court's docket, go to www.occourts.org. Click on "Online Case Access," then click on the "Access Now" button for "Civil Case & Document Access." Click on the button "Accept Terms, " then type in the Case Number "30-2022-01291762" and "2022" for Year Filed. Then check the box to indicate you are not a robot and click "Search" to access documents on file for this lawsuit. You can purchase the documents listed for a fee.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT

5

EXHIBIT

6

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release of Claims Agreement (the “Agreement”) is made and entered into by and between Paradise Dynasty LLC (“Paradise”) and Austin Easley (“Easley”), and is intended to settle fully and finally the disputes, obligations, and differences between the Parties as described in this Agreement. Paradise and Easley are sometimes referred to herein collectively as the “Parties,” or individually as a “Party.”

RECITALS

- A. Easley is a former employee of Paradise.
- B. On November 15, 2022, Easley filed a Class Action Complaint (the “Complaint”) against Defendants in a case entitled *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC (the “Action”). The Complaint alleges that Paradise and other defendants violated various wage-and-hour laws and includes claims for: (1) Recovery of Unpaid Minimum Wages and Liquidated Damages; (2) Recovery of Unpaid Overtime Wages; (3) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (4) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay All Wages Due Upon Separation of Employment; (7) Failure to Reimburse Business Expenses; and (8) Unfair Competition.
- C. On November 16, 2022, Easley submitted a Notice of Violations pursuant to the California Private Attorneys General Act (“PAGA”) to California Labor & Workforce Development Agency (“LWDA”) and Paradise (the “PAGA Notice”).
- D. On March 8, 2023, Easley filed a First Amended Complaint (“FAC”) asserting, in addition to the claims alleged in the Complaint, claims for civil penalties pursuant to PAGA, based on the same claims alleged in the PAGA Notice, including all class claims already alleged, as well as record keeping violations, failure to produce records, suitable resting and seating violations, violation of standard conditions of labor, refusal to make payment, unlawful deductions, statutory wage violations, sick leave and supplemental sick leave violations, vacation wages, tip pooling, and unlawful agreements.
- E. On May 3, 2023, the Parties participated in a mediation with Steve Cerveris of Cerveris Mediation serving as the mediator. The Parties were unable to settle at mediation; however, Mr. Cerveris continued to work with the Parties after the mediation. Ultimately, Mr. Cerveris submitted a mediator’s proposal to the Parties, which the Parties accepted.
- F. Paradise denies the allegations in the FAC and denies any liability to Easley.
- G. As a result of ongoing settlement discussions, and to avoid the uncertainty, expense, and inconvenience of litigation, in connection with the settlement of the Action (terms of which are set forth in a separate Second Amended Agreement and Stipulation to Resolve Class Action and PAGA Claims [“Class and PAGA Action Settlement Agreement”], the Parties now desire to settle any and all claims Easley may have against Paradise, including any claims arising out of or relating to Easley’s employment or the termination of his employment with Paradise and any

Paradise Releasee and for a general release of all known and unknown claims against Paradise and the Paradise Releasees under Civil Code § 1542, and any claim for attorneys' fees and costs related thereto, on the terms and in the manner set forth in this Agreement and without any admission of wrongdoing or liability by any Party. The Settlement Payment in this Agreement is to be paid separately from the Gross Settlement Amount in the Action.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree, covenant, and represent as follows:

1. **THE PARTIES' RESPONSIBILITIES.**

a. **Effective Date:** The Effective Date of this Agreement shall be the later of (i) the 65th day after service of notice of entry of the Final Order and Final Judgment in the Action, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment in the Action, the day after the Final Order and Final Judgment in the Action are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment in the Action are no longer subject to further judicial review. The Effective Date is conditioned upon the Court's having entered a Final Order and Judgment in the Action as set forth in the Class and PAGA Action Settlement Agreement.

b. **Settlement Payment:** In exchange for Easley's compliance with all of the terms of this Agreement, and Easley's full and complete release of all known and unknown claims against the Released Parties, Paradise will pay Easley \$10,000, which includes any and all claims for attorneys' fees, damages, penalties, costs, and interest, (the "Settlement Payment") as follows: The Settlement Payment will be paid in one (1) check. The check will be made payable to "Crosner Legal, PC Client Trust Account" on a Form 1099 basis in the amount of \$10,000 for alleged penalties, interest, and other non-wage income, and attorneys' fees and costs. Paradise will transmit the settlement check to the Settlement Administrator identified in the Class and PAGA Action Settlement Agreement along with the First Installment as defined under the Class and PAGA Action Settlement Agreement.

c. **Waiver of Fees/Costs:** Except as specifically stated above, the Parties agree to bear their own attorneys' fees and costs related to or arising out of this dispute and settlement as against the other, and they expressly waive any statute, rule of court, or other law or provision awarding costs, attorneys' fees, or expenses as against each other. This waiver shall be effective with respect to any statute, rule of court, or other law or provision of the United States, and of each state, including, without limitation, the State of California.

d. **Acknowledgement of Payment of all Amounts Owed:** Easley acknowledges and agrees that, other than the payment of the Settlement Payment in this Agreement and the Individual Settlement Payment as set forth in the Class and PAGA Action Settlement Agreement, Paradise owes him no other amounts, including any wages, bonuses, or penalties.

e. Acknowledgement of Potential Tax: Easley acknowledges that some or all of the Settlement Payment may be classified as taxable income by state, federal, or other taxing authorities, and that Paradise is not undertaking to advise Easley with respect to any tax consequences of this Agreement. Easley agrees to be solely liable for and pay any and all taxes for which he is responsible, if any, and any costs, interest, assessments, penalties, damages, attorneys' fees, or other losses by reason of receipt of the Settlement Payment and to defend, indemnify, and hold Paradise and the Paradise Releasees (defined below) harmless from and against any and all such amounts or claims arising from the payment of the Settlement Payment.

2. GENERAL RELEASE BY EASLEY.

a. Easley, for himself and his heirs, assigns, executors, administrators, agents and successors, past and present (collectively the "Easley Affiliates"), hereby fully and without limitation releases, covenants not to sue, and forever discharges Paradise and its agents, employees, officers, directors, consultants, parent companies, subsidiaries, affiliates, insurance carriers, reinsurers, attorneys, assigns, executors and administrators, trustees, predecessors and successors, past and present (collectively the "Paradise Releasees"), both individually and collectively, from any and all rights, claims, demands, liabilities, actions and causes of action whether in law or in equity, suits, damages, losses, attorneys' fees, costs, and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, that Easley or the Easley Affiliates now have, or may ever have, against any of the Paradise Releasees for any acts or omissions by the Paradise Releasees occurring on or prior to the date on which Easley signs this Agreement, including but not limited to any claims other than those alleged in the Action and arising out of or related to Easley's employment with Paradise. Easley is not waiving any rights Easley may have to: (i) pursue claims which by law cannot be waived by signing this Agreement, or (ii) enforce this Settlement Agreement.

b. Without limiting the generality of the foregoing, and with the exception of Easley's claims set forth in the FAC, Easley specifically and expressly releases the Paradise Releasees from any Claims that Easley or the Easley Affiliates now have, or may ever have had, against the Paradise Releasees prior to and through the date Easley signs this Agreement that arise out of or are in any manner related to Easley's working relationship with Paradise or with any other of the Paradise Releasees, as well as the termination of that relationship, including without limitation (i) any Claims arising out of or related to violation of any federal or state employment discrimination laws, including the following legislation (and further including any administrative regulations based on them): Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act; the National Labor Relations Act; the Equal Pay Act; the Occupational Safety and Health Act; California Labor Code section 132a; the Consolidated Omnibus Budget Reconciliation Act of 1986; the California Constitution; as well as all Claims arising out of or related to violations of the provisions of the California Labor Code, including but not limited to the Private Attorneys General Act of 2004, sections 2698, et seq.; the California Government Code (including but not limited to the California Fair Employment and Housing Act and the California Family Rights Act); the California Business & Professions Code, including Business & Professions Code Section 17200, et seq.; and state and federal wage and hour laws, including the federal Fair Labor Standards Act and California Wage Orders; (ii) all Claims for any of the following: any and all statutory or common law claims for breach of express or implied contract or quasi-contract,

promissory estoppel or detrimental reliance, retaliation, whistleblower retaliation, misrepresentation, fraud, unfair competition, unfair business practices, intentional or negligent infliction of emotional distress, negligence, assault, battery, false imprisonment, violation of public policy, defamation, libel, slander, disparagement, invasion of privacy, personal injury, any other intentional tort, wrongful discharge or discipline, sexual harassment or harassment on any other legally-protected basis, hostile work environment, failure to prevent discrimination, harassment or the existence of a hostile work environment, compensatory or punitive damages; all other claims for monetary recovery, including without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements; (iii) any Claims of any other unlawful behavior; or violation of any other state or federal law, rule, or regulation; (iv) any Claims based on any other local, state or federal law, regulation, ordinance, and public policy having any bearing whatsoever on the terms and conditions of Easley's employment with any of the Paradise Releasees, Easley's treatment during his working relationship with any of the Paradise Releasees, and the separation of Easley's working relationship with any of the Paradise Releasees (collectively, the "Claims").

3. RELEASES APPLY TO KNOWN AND UNKNOWN CLAIMS.

Easley acknowledges that he is aware of and familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

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

Easley hereby waives and relinquishes all rights and benefits that he has under Section 1542 of the California Civil Code, or the law of any other country, territory, state or jurisdiction, or common law principle, to the same or similar effect.

4. NON-ADMISSION OF LIABILITY.

With the exception of the allegations set forth in the FAC, this Agreement constitutes a compromise of, and full accord and satisfaction of, disputed claims by and between the Parties. This Agreement shall not be treated as an admission of liability at any time for any purpose.

5. REPRESENTATIONS AND WARRANTIES.

The Parties represent and warrant to each other as follows:

a. Easley represents and warrants that he is the sole and lawful owner of all rights, title, and interest in and to every claim released herein, and that he has not assigned or transferred, or purported to assign or transfer, to any person or entity any of the released claims. Easley represents and warrants that no other person or entity of any kind has any lien on or interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

b. Easley represents and warrants that he has the authority to enter into this Agreement on his individual behalf and to bind all persons and entities claiming through him.

c. Each Party understands that the facts with respect to which this Agreement is entered into may be materially different from those the Parties now believe to be true. Each Party accepts and assumes this risk and agrees that this Agreement and the releases in it shall remain in full force and effect, and be legally binding, notwithstanding the discovery or existence of any additional or different facts, or any claims with respect to those facts.

d. This Agreement is the result of arm's-length negotiation between the Parties, all of whom participated in the drafting hereof through his or its respective attorney(s).

e. Each of the Parties has received independent legal advice from attorneys of his or its own choice with respect to the advisability of making the settlement and releases provided for herein and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement by each Party, that Party's attorneys reviewed this Agreement.

f. In negotiating this Agreement, each Party and his or its attorneys have made various statements and representations to other Parties and their attorneys. Nevertheless, each Party specifically does not rely upon any statement, representation, legal opinion or promises of any other Party in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

g. This Agreement has been carefully read, the contents hereof are known and understood, and is signed freely by each Party executing this Agreement.

6. NON-DISPARAGEMENT.

Easley agrees not to disparage Paradise, whether on social media, employer review websites, or otherwise. Nothing in this Agreement prevents Easley from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Easley has reason to believe is unlawful.

7. SURVIVAL OF WARRANTIES AND REPRESENTATIONS.

The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

8. HEIRS, SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and shall inure to the benefit of the Parties' respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and affiliated corporations and partnerships, past and present, and trustees, directors, officers, shareholders, partners, agents, and employees, past and present.

9. CHOICE OF LAW; ATTORNEYS' FEES.

This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced pursuant to the laws of the State of California, without regard to or application of any of California's conflict of laws rules. The prevailing party in any action to enforce or interpret this Agreement will be entitled to reasonable attorneys' fees and costs in any such dispute.

10. INTEGRATION.

Together with the Class and PAGA Action Settlement Agreement, this Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties. There is no other agreement, written or oral, express or implied, between the Parties with respect to the subject matter hereof, except this Agreement. This Agreement may not be orally modified, and may be modified only in a written instrument signed by the Parties.

11. CAPTIONS.

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

12. SEVERABILITY.

The Parties to this Agreement agree, covenant, and represent that each and every provision of this Agreement shall be deemed to be contractual, and that they shall not be treated as mere recitals at any time or for any purpose. Therefore, the Parties further agree, covenant and represent that each and every provision of this Agreement shall be considered severable. If any provision or clause of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions and clauses shall remain in full force and effect, and the Parties will use their best efforts to find an alternate way to achieve the same result.

13. MODIFICATIONS.

This Agreement may not be amended, canceled, revoked, or otherwise modified except by written agreement executed by all of the Parties hereto.

14. COUNTERPARTS.

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one agreement, which shall be binding upon and effective as to all Parties. Facsimile or email or photocopy signatures shall be as good as originals and be binding and effective.

THE PARTIES WHO SIGNED BELOW HAVE READ THE AGREEMENT AND ACCEPT AND AGREE TO ALL OF ITS PROVISIONS, AND THEY SIGN IT

KNOWINGLY AND VOLUNTARILY, AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.

IN WITNESS WHEREOF, the Parties have each executed this Agreement on the dates indicated below.

PARADISE DYNASTY LLC

Dated: September _____, 2024

By: _____

Its: _____

Dated: 09 / 06 / 2024

AUSTIN EASLEY

Austin Easley

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
Austin Easley vs. Paradise Group Holdings USA, Inc. et al.
Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On September 6, 2024, I served true copies of the following document(s) described as

**SUPPLEMENTAL DECLARATION OF JAMIE K. SERB IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) from the email address maria@crosnerlegal.com to the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on September 6, 2024, at Los Angeles, California.



Maria Monterrey

SERVICE LIST

Austin Easley vs. Paradise Group Holdings USA, Inc. et al.

Orange County Superior Court Case No. 30-2022-01291762-CU-OE-CXC

Noell Rice
Edson K. McClellan
Edson McClellan, Esq.
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor.
Irvine, CA 92612
emcclellan@rutan.com
nrice@rutan.com
fpenn@rutan.com
athomas@rutan.com

Attorneys for Defendants:
PARADISE DYNASTY, LLC
PARADISE GROUP HOLDINGS
USA, INC.
PARADISE RAMEN, LLC
DPPA GROUP, INC.

VIA ONLINE FILING ONLY:

PAGAFilings@dir.ca.gov
California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor.
San Francisco, CA 94102