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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

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

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

1 This Amended Settlement Agreement and Stipulation To Resolve Class Action and PAGA
2 Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into to resolve
3 the action entitled *Easley, et al., v. Paradise Dynasty LLC, et al.*, Orange County Superior Court
4 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, Jamie K. Serb and
23 Michael W. Jones of 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.

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

1 pending.

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

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

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

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

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

20 15. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
21 hearing on final approval of the Settlement.

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

25 17. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
26 payment Defendant Paradise Dynasty LLC has agreed to make under this Agreement, with the
27 exception of Employer Payroll Taxes. The Gross Settlement Amount is \$300,000.00, unless
28 escalated pursuant to Paragraph 49.

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

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

7 20. Named Plaintiff or Plaintiff. “**Named Plaintiff**” or “**Plaintiff**” means plaintiff
8 Austin Easley.

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

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

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

24. 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**.”

25. PAGA Period. “**PAGA Period**” means January 2, 2022, through July 2, 2023.

26. 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**.”

27. 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.

28. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from the Court preliminarily approving this Settlement.

29. 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).

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

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

23 32. Settlement Administrator. “**Settlement Administrator**” means Simpluris or such
24 other third-party administrator chosen by the Parties and approved by the Court.

25 33. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
26 Date at which the Court will determine whether to fully and finally approve the fairness and
27 reasonableness of this Agreement.
28

RECITALS

34. 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.

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

36. 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.

37. 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.

38. 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 both federal and state wage-and-hour laws, and all other laws regulating its relationship with the

1 Named Plaintiff, the Class Members, and the Aggrieved Employees.

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

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

15 **TERMS AND CONDITIONS**

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

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

25 42. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
26 dispute that has arisen between them and to avoid the burden, expense and risk of continued
27 litigation. In entering into this Agreement, Defendant Paradise Dynasty LLC and the other Released
28 Parties do not admit, and specifically deny, that they have violated any federal, state, or local law;

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

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

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

27 b. In the event the Court does not grant preliminary or final approval of the
28 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied

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

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

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

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

22 45. Aggrieved Employees' Release of PAGA Claims. In exchange for the PAGA
23 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
24 California and all Aggrieved Employees (to the maximum extent permitted by law), and on behalf
25 of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns
26 will, upon payment of the Gross Settlement Amount and the Employer's Taxes necessary to
27 effectuate the Settlement to the Settlement Administrator, forever completely release and discharge
28 Defendant Paradise Dynasty LLC and each of the Released Parties from the PAGA Claims that

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

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

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

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

26 48. Settlement Payments And Calculation Of Claims. Subject to final Court approval
27 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
28 promises set forth in this Agreement, Defendant Paradise Dynasty LLC agrees to pay the Gross

Settlement Amount, which is \$300,000.00 unless escalated pursuant to Paragraph 49, in three installments. The Gross Settlement Amount includes payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, an Enhancement Award to the Named Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. The Parties agree that if the Settlement is not approved, in whole or in part, because a court determines that the amount allocated to the PAGA Settlement (\$20,000.00) should increase, the portion of the Settlement Fund allocated for payment to the Class shall decrease to account for any increase required for the PAGA Amount such that the Gross Settlement Amount does not exceed \$300,000.00, unless escalated pursuant to Paragraph 49. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants collectively shall not be required to pay any amount over \$300,000.00 for this Settlement, unless escalated pursuant to Paragraph 49, apart from the Employer Payroll Taxes, which Defendant Paradise Dynasty LLC will pay in addition to the Gross Settlement Amount. The following table summarizes the allocation of the Gross Settlement Amount:

Gross Settlement Amount of \$300,000.00, 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 **\$100,000.00**
- 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 **\$142,500.00** paid to Class Members on a *pro rata* basis (i.e., Participating Class Member Payment)

49. 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

1 will pay a proportional increase in the Gross Settlement Amount for each additional pay period over
2 13,336.

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

6 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
7 Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third
8 percent (33.33%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph
9 49, equals \$100,000.00. Class Counsel will also apply to the Court for an award of actual costs
10 incurred by Class Counsel not to exceed the amount of \$17,000.00. These fees and costs are
11 included in, and shall come from, the Gross Settlement Amount. Class Counsel will be issued an
12 IRS Form 1099 for any fees and costs awarded by the Court pursuant to this Paragraph 50.a. Except
13 as provided in this Paragraph 50.a, each Party will bear its or his own attorneys' fees, costs, and
14 expenses incurred in the prosecution, defense, or settlement of the Action. If the Court awards a
15 lower amount of Attorneys' Fees and Costs than the amount requested, any amount not awarded
16 will be part of the distribution to the Participating Class Members as set forth in this Agreement and
17 shall not be a reason to invalidate/terminate this Agreement.

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

27 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
28 Counsel will apply to the Court for an award of up to \$10,000.00 to be paid to the Named Plaintiff

1 as an Enhancement Award for his services, for assuming the risks associated with this litigation, and
2 for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such
3 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
4 Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award
5 approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named
6 Plaintiff shall be in addition to any payment he may receive pursuant to Paragraph 50.e, below. If
7 the Court awards less than the amount requested, any amount not awarded will be part of the
8 distribution to the Participating Class Members as set forth in this Agreement and shall not be a
9 reason to invalidate/terminate this Agreement.

10 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
11 the Court for approval of the PAGA Amount of \$20,000.00 for claims for civil penalties asserted
12 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
13 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$15,000.00) will be
14 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$5,000.00) will be allocated
15 to the Aggrieved Employees as the “**PAGA Payment**.” The portion of the PAGA Payment
16 allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth
17 in Paragraph 50.e, but will be limited to weeks worked during the PAGA Period. Any Class
18 Members who worked during the PAGA Period and who opt out of the Settlement will still be
19 considered Aggrieved Employees for purposes of this Paragraph 50.d and, therefore, will (i) receive
20 their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all PAGA
21 Claims against the Released Parties.

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

26 i) Participating Class Member Payment: After deducting the approved
27 amounts specified in Paragraphs 50.a-e above, each Participating Class Member will be entitled to
28 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be

1 calculated from the Net Class Settlement Amount based on the respective number of weeks worked
2 by each Participating Class Member in a non-exempt position during the Class Period, rounded up.
3 Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by
4 dividing the Participating Class Member's weeks worked in a non-exempt position by the total
5 number of weeks worked by all Class Members in a non-exempt position during the Class Period
6 and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the
7 number of weeks that the Class Member worked during the Class Period and the amount the Class
8 Member is estimated to receive under the terms of the Settlement.

9 ii) Individual PAGA Payment: For each Aggrieved Employee, the
10 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
11 Payment, as set forth in Paragraph 50.d (the Individual PAGA Payment).

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

17 g. Participating Class Member Payments shall be distributed only to
18 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
19 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
20 *rata* basis based on the formula set forth in Paragraph 50.e. Individual PAGA Payments will be
21 distributed to all Aggrieved Employees.

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

28 51. No Credit Toward Benefit Plans. The Individual Settlement Payments made to

1 Participating Class Members under this Agreement, including the Individual PAGA Payments made
2 to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
3 plans to which any Participating Class Member or Aggrieved Employees may be eligible for,
4 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
5 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
6 intention that this Agreement will not affect any rights, contributions, or amounts which any
7 Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

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

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

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

1 c. The Parties stipulate that the Settlement Fund (as defined under
2 Paragraph 57) will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g)
3 of the Internal Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal
4 income tax regulations. Furthermore, the Settlement Administrator is designated as the
5 “**Administrator**” of the qualified settlement funds for purposes of Section 1.468B-2(k) of the
6 income tax regulations. Accordingly, all taxes imposed on the gross income of the Settlement Fund
7 and any tax-related expenses arising from any income tax return or other reporting document that
8 may be required by the Internal Revenue Service or any state or local taxing body will be paid from
9 the Settlement Fund.

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

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

28 a. Upon receipt of the Class List, the Settlement Administrator shall perform a

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

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

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

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

22 54. The Administrator will establish and maintain and use an internet website to post
23 information of interest to Class Members including the date, time and location for the Final
24 Approval Hearing and copies of the Complaint, Settlement Agreement, Motion for Preliminary
25 Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the
26 Final Approval Order and the Judgment. Dispute Procedure. The Class Notice will include a
27 procedure by which a Class Member may dispute the number of workweeks allocated to the Class
28 Member by submitting a written dispute sent via U.S. Mail to the Settlement Administrator

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

16 a. Within 14 calendar days after the close of the Notice Period, the Settlement
17 Administrator will provide Class Counsel and Defendants’ counsel with a report listing the amount
18 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to the
19 Participating Class Members and the Aggrieved Employees. The report to Class Counsel will not
20 include the names or contact information of Participating Class Members and Aggrieved
21 Employees.

22 55. Opt-Out Procedure. Unless a Class Member timely opts out of the settlement
23 described in this Agreement, the Class Member will be bound by the terms and conditions of this
24 Agreement, including the release of the Released Claims that arose during the Class Period. A Class
25 Member will not be entitled to opt out of the settlement established by this Agreement unless the
26 Class Member submits a valid opt-out request (“**Opt-Out Request**”). A valid Opt-Out Request
27 must: (i) contain the Class Member’s full name and current address; (ii) a clear reference to the
28 Action, such as by name or case number; (iii) a statement clearly expressing the Class Member’s

1 desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked
2 on or before the expiration of the Notice Period. Any Class Members who worked during the PAGA
3 Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes
4 of this Agreement.

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

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

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

25 d. If 5% or more Class Members timely opt out of the settlement, Defendants
26 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
27 days after Defendants receive notice of the number of opt outs. Defendants will provide written
28 notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants

1 elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
2 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
3 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
4 for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
5 it shall be responsible for paying the Settlement Administrator's fees and costs. If the Settlement
6 Agreement is terminated for any other reason, including the Court's failure to grant final approval
7 of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the
8 Settlement Administrator's fees and costs.

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

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

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

26 c. Unless they opt out of the Settlement as specified in Paragraph 55, Class
27 Members who object to the proposed settlement or the Agreement will remain Participating Class
28 Members, and shall be deemed to have voluntarily waived their right to pursue an independent

1 remedy against Defendant Paradise Dynasty LLC and the other Released Parties. To the extent any
2 Participating Class Member objects to the proposed settlement or Agreement and such objection is
3 overruled in whole or in part, such individuals will be bound by the Court's Final Order and
4 Judgment.

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

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

11 57. Funding And Distribution Of Settlement.

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

20 b. Defendant Paradise Dynasty LLC shall remit to the Settlement
21 Administrator: (i) the Gross Settlement Amount, which is \$300,000.00 unless escalated pursuant to
22 Paragraph 49, in three equal installments; and (ii) the employer's taxes for any portion of the
23 Individual Settlement Payments designated as wages (collectively, the "**Settlement Fund**"). The
24 first installment of \$100,000.00 (the "First Installment") shall be paid to the Settlement
25 Administrator within 65 days of the Court's entry of an order granting final approval of the
26 Settlement. The second installment of \$100,000.00 (the "Second Installment") shall be paid to the
27 Settlement Administrator no later than three (3) months after the First Installment. The Third
28 Installment of \$100,000.00 (the "Third Installment") shall be paid to the settlement administrator

1 no later than two (2) months after the Second Installment. Employer Payroll Taxes shall be paid at
2 the same time as the Third Installment. If the Court does not approve the Parties' funding timeline,
3 the Parties will work together in good faith to address the Court's concerns.

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

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

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

27 f. If a Participating Class Member's or Aggrieved Employee's check is returned
28 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-

1 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
2 expressly understood and agreed that the checks for the Individual Settlement Payments, including
3 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
4 calendar days after mailing. The funds from uncashed and voided checks will be transferred to the
5 State of California's Unclaimed Property Fund in the name of the Participating Class
6 Member/Aggrieved Employee.

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

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

14 58. Binding Effect Of Agreement On Class Members. Subject to final Court approval
15 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
16 Participating Class Members will be bound by this Agreement.

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

23 60. Provisional Approval Of Settlement. The Named Plaintiff will file a motion in the
24 Action requesting that the Court preliminarily approve the Settlement shortly after complete
25 execution of this Agreement. Defendants will not oppose Class Counsel's motion for preliminary
26 approval of the settlement so long as the motion and supporting papers are consistent with the terms
27 of this Agreement. Class Counsel will provide Defendants' counsel with a reasonable opportunity
28 to review, and provide comments to, the motion for preliminary approval of the settlement before

1 the motion and supporting papers are filed with the Court. Notwithstanding the foregoing,
2 Defendants may, without opposing the preliminary approval motion, advise the Court if any of the
3 Defendants disagree with any of the factual statements included by the Named Plaintiff in the motion
4 and supporting papers. Defendants' counsel will meet and confer with Class Counsel regarding any
5 disputed factual statements before notifying the Court of any disputes.

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

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

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

27 64. No Double Recovery. No person who has already released, assigned, or otherwise
28 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to

1 recover under this Agreement.

2 65. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
3 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the
4 negotiations leading to this Agreement with anyone other than to the Court, Class Members, or those
5 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
6 Paragraph 65 includes, but is not limited to: (i) publication by the Named Plaintiff or Class Counsel
7 on any website (including, without limitation, publishing on any Twitter account, Facebook, other
8 social media, or blog, or business website) of the amount or terms of the settlement, with or without
9 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
10 other publication that summarizes the results of jury verdicts and settlements. This provision will
11 not prohibit Class Counsel from referring to this Settlement in other matters to support adequacy of
12 Counsel.

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

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

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

24 66. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
25 material changes to the material terms or conditions of Paragraphs 1 through 65 of this Agreement
26 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
27 which case Defendants would not be obligated to make any payments to any Class Member, to Class
28 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before exercising

1 such right.

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

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

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

14 **CLASS COUNSEL**

15 CROSNER LEGAL, PC
16 Zachary M. Crosner, Esq.
17 Jamie K. Serb, Esq.
18 Michael W. Jones, Esq.
19 9440 Santa Monica Blvd., Suite 301
20 Beverly Hills, CA 90210
21 Telephone: (866) 276-7697

22 **COUNSEL FOR DEFENDANTS**

23 RUTAN & TUCKER, LLP
24 Edson K. McClellan, Esq.
25 Noell C. Rice, Esq.
26 18575 Jamboree Road, 9th Floor
27 Irvine, California 92612
28 Telephone: (714) 641-5100

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

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

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

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

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

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

28 76. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms

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

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

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

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

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

27 81. Additional Attorneys' Fees And Costs. No Participating Class Member, Aggrieved
28 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or

1 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
2 arising from the Action or the Gross Settlement Amount from the Released Parties except as
3 expressly provided for in this Agreement.

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

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

16 IT IS SO AGREED:

17
18 PLAINTIFF AUSTIN EASLEY

19 Dated: 03 / 21 / 2024

20 By: Austin Easley
Austin Easley
21 Named Plaintiff

22 Dated: _____

23 DEFENDANT PARADISE DYNASTY LLC

24
25 _____
26 By: _____

27 Title: _____
28

1 Dated: _____

DEFENDANT PARADISE GROUP
HOLDINGS USA, INC.

2

3

4

5

By: _____

6

Title: _____

7

8

9

10

11 Dated: _____

DEFENDANT DPPA GROUP, INC.

12

13

14

By: _____

15

Title: _____

16

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

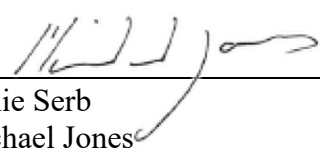
18

19 Dated: March 21, 2024

CROSNER LEGAL, PC

20

21

By:  _____

22

Jamie Serb

Michael Jones

23

Zachary Crosner

Attorneys for Plaintiff

24 APPROVED AS TO FORM ONLY:

25

26 Dated: _____

RUTAN & TUCKER, LLP

27

By: _____

Edson K. McClellan

Attorneys for Defendants

28