

1 ROMAN OTKUPMAN, CSBN 249423

Roman@OLFLA.com

2 NIDAH FARISHTA, CSBN 312360

Nidah@OLFLA.com

3 **OTKUPMAN LAW FIRM, A LAW CORPORATION**

5743 Corsa Ave, Suite 123

4 Westlake Village, CA 91362

Telephone: (818) 293-5623

5 Facsimile (888) 850-1310

6 Attorneys for Plaintiff,

BRIANNA BROWN, on behalf of herself and all others

7 similarly situated, and on behalf of the general public.

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STATE OF CALIFORNIA

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SUPERIOR COURT FOR THE COUNTY OF SAN JOAQUIN

11

12 BRIANNA BROWN, on behalf of herself
and all others similarly situated, and on
13 behalf of the general public,

14 Plaintiffs,

15 v.

16 OUR HOUSE HOSPITALITY, INC., a
California Corporation, and DOES 1 through
17 10, inclusive.

18 Defendants.

Case No.: Case No. STK-CV-UOE-2023-
0000918

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT ("PAGA")
SETTLEMENT AGREEMENT**

Complaint Filed: February 2, 2023
Trial Date: None Set

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1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
2 Plaintiff Brianna Brown on behalf of herself, the putative class, and aggrieved employees, and
3 Defendant Our House Hospitality, Inc. The Agreement refers to Plaintiff Brianna Brown and
4 Defendant Our House Hospitality, Inc., collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS**

6 **1.1.** “Action” means the matter of *Brown v. Our House Hospitality, Inc.*, San Joaquin
7 County Superior Court, Case No. STK-CV-UOE-2023-0000918.

8 **1.2.** “Administrator” means Apex Class Action Administrator the neutral entity the
9 Parties have agreed to appoint to administer the Settlement.

10 **1.3.** “Administration Expenses Payment” means the amount the Administrator will be
11 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
12 with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary
13 Approval of the Settlement.

14 **1.4.** “Aggrieved Employee” means a person directly employed by Defendant in
15 California and classified as a non-exempt employee who worked during the PAGA Period.

16 **1.5.** “Class” means all persons directly employed by Defendant in California and
17 classified as a non-exempt employee who worked during the Class Period.

18 **1.6.** “Class Counsel” means Roman Otkupman and Nidah Farishta of OTKUPMAN
19 LAW FIRM.

20 **1.7.** “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
21 mean the amounts Class Counsel will be paid from the Gross Settlement Amount as payment for
22 reasonable attorneys’ fees and statutorily recoverable costs, respectively, incurred to prosecute the
23 Action.

24 **1.8.** “Class Data” means each Class Member’s name, last-known mailing address, Social
25 Security number, and number of Class Workweeks and PAGA Pay Periods.

26 **1.9.** “Class Member” or “Settlement Class Member” means a member of the Class, as
27 either a Participating Class Member or Non-Participating Class Member (including a Non-
28 Participating Class Member who qualifies as an Aggrieved Employee).

1 **1.10.** “Class Member Address Search” means the Administrator’s investigation and search
2 for current Class Member mailing addresses using reasonably available sources, methods and means
3 including, but not limited to, the National Change of Address database, skip traces, and direct
4 contact by the Administrator with Class Members.

5 **1.11.** “Class Notice” means the Court-approved Notice of Class Action Settlement and
6 Hearing Date for Final Court Approval, in substantially the same form as that attached as Exhibit A
7 hereto.

8 **1.12.** “Class Workweeks” means any Workweek during the Class Period in which a Class
9 Member was employed directly by Defendant and was issued payment by Defendant for wages for
10 work performed within the Workweek.

11 **1.13.** “Class Period” means the period from February 4, 2019 through October 4, 2024.

12 **1.14.** “Class Representative” means the named Plaintiff in the Operative Complaint in the
13 Action seeking Court approval to serve as a Class Representative.

14 **1.15.** “Class Representative Service Payment” means the amount the Class Representative
15 will be paid out of the Gross Settlement Amount for initiating the Action, providing services in
16 support of the Action, and providing a general release of claims and Civil Code §1542 waiver in
17 favor of Defendant.

18 **1.16.** “Court” means the Superior Court of California, County of San Joaquin.

19 **1.17.** “Defendant” means Defendant Our House Hospitality, Inc.

20 **1.18.** “Defense Counsel” means Stacy Henderson and Raquel Hatfield of Henderson
21 Hatfield, A Professional Corporation.

22 **1.19.** The Effective Date of this Agreement is the later of the following dates: (1) the date
23 the Court finally approves this settlement if no objections are filed to the settlement; (2) if objections
24 are filed and overruled, and no appeal is taken of the final approval order, 60 days after the final
25 approval order is signed; or, (3) if an appeal is take from the Court’s overruling of objections to the
26 settlement, 10 days after the appeal is withdrawn or after an appellate decision affirming the final
27 approval order becomes final.

28 **1.20.** “Final Approval” means the Court’s order granting final approval of the Settlement.

1 **1.21.** “Final Approval Hearing” means the Court’s hearing on the Motion for Final
2 Approval of the Settlement.

3 **1.22.** “Final Judgment” means the Judgment entered by the Court upon Granting Final
4 Approval of the Settlement.

5 **1.23.** “Gross Settlement Amount” means \$120,000.00 which is the total amount Defendant
6 agrees to pay under the Settlement, unless modified by Defendant pursuant to Section 8 of this
7 Agreement in Defendant’s sole discretion. The Gross Settlement Amount will be used to pay
8 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel
9 Fees, Class Counsel Expenses, Class Representative Service Payment, the Administrator’s
10 Expenses and both the Employee and Employer share of payroll taxes and required withholdings
11 for the wage portion of payments made to the Class Members.

12 **1.24.** “Individual Class Payment” means a Participating Class Member’s pro rata share of
13 the Net Settlement Amount calculated according to the number of Class Workweeks worked by the
14 Participating Class Member.

15 **1.25.** “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
16 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by
17 the Aggrieved Employee.

18 **1.26.** “Judgment” means the judgment entered by the Court based upon the Final
19 Approval.

20 **1.27.** “LWDA” means the California Labor and Workforce Development Agency, the
21 agency entitled, under Labor Code §2699, subd. (i), to receive the LWDA PAGA Payment.

22 **1.28.** “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
23 under Labor Code §2699, subd. (i).

24 **1.29.** “Net Settlement Amount” means the Gross Settlement Amount, less the following
25 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
26 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
27 Litigation Expenses Payment, the Administration Expenses Payment and both the Employee and
28 Employer share of payroll taxes and required withholdings for the wage portion of payments made

1 to the Class Members.

2 **1.30.** “Non-Participating Class Member” means any Class Member who opts out of the
3 Settlement by sending the Administrator a valid and timely Request for Exclusion.

4 **1.31.** “Notice Packet” means the Class Notice (Exhibit A).

5 **1.32.** “Operative Complaint” means the First Amended Class and Representative Action
6 Complaint filed by Plaintiff on September , 2024.

7 **1.33.** “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

8 **1.34.** “PAGA Pay Period” means any Pay Period during the PAGA Period in which a
9 Aggrieved Employee was employed directly by Defendant and was issued payment by Defendant
10 for wages for work performed within the Pay Period.

11 **1.35.** “PAGA Period” means the period from February 2, 2022, through October 4, 2024.

12 **1.36.** “PAGA Notice” means Plaintiff’s January 27, 2023, letter to Defendant and the
13 LWDA providing notice pursuant to Labor Code §2699.3, subd. (a).

14 **1.37.** “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
15 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA
16 in settlement of PAGA claims.

17 **1.38.** “Participating Class Member” means a Class Member who does not submit a valid
18 and timely Request for Exclusion from the Settlement.

19 **1.39.** “Plaintiff” means Brianna Brown, the named plaintiff in the Action.

20 **1.40.** “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
21 the Settlement.

22 **1.41.** “Preliminary Approval Order” means the proposed Order Granting Preliminary
23 Approval of the Settlement.

24 **1.42.** “Released Class Claims” means the Released Claims being released as described in
25 Section 5.4.1 below.

26 **1.43.** “Released PAGA Claims” means the Released Claims being released as described in
27 Section 5.4.2 below, which arise and/or are assertable under PAGA.

28 **1.44.** “Released Parties” means: Defendant together with its present, former and future

1 parents, subsidiaries, dbas, divisions, related entities, joint venturers, and any other entities that
2 could be considered to have jointly employed the Settlement Class Members and/or Aggrieved
3 employees, as well as each of their respective affiliated entities, commonly owned or controlled
4 entities, present, former or past owners, co-employers, joint employers, board members, officers,
5 directors, trustees, shareholders, stockholders, members, principals, subsidiaries, affiliates, partners,
6 employees, investors, agents, insurers, reinsurers, attorneys, accountants, auditors, representatives,
7 heirs, estates, executors, administrators, fiduciaries, trustees, spouses, associates, predecessors,
8 successors and assigns, company-sponsored employee benefit plans of any nature, all other legal
9 entities affiliated with the foregoing, expressly including, but not limited to Marcus Shahan and Shelley
10 Shahan, individually and in their representative capacities, as well as any other individual or entity to
11 whom liability for claims released by Plaintiff and/or the Released Class Claims and Released
12 PAGA Claims, could be assigned pursuant to Labor Code §558.1, or on a joint-employer, alter-ego,
13 or other joint or vicarious liability theory.

14 **1.45.** “Request for Exclusion” means a Class Member’s submission of a written request to
15 be excluded from the Class Settlement signed by the Class Member.

16 **1.46.** “Response Deadline” means 60 days after the Administrator mails Notice to Class
17 Members and Aggrieved Employees (plus an additional 14 days, in the case of Class Members
18 whose Notice Packets are resent by the Administrator after being returned as undeliverable), and
19 shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion
20 from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.

21 **1.47.** “Settlement” means the disposition of the Action effected by this Agreement and the
22 Judgment.

23 **2. RECITALS**

24 **2.1.** On February 2, 2023, Plaintiff commenced this Action by filing a Class Action
25 Complaint. On September ____, 2024, Plaintiff filed a First Amended Complaint adding one cause
26 of action for penalties pursuant to the Private Attorneys General Act (PAGA) (the “Operative
27 Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to
28 comply with the law, and denies any liability for the claims alleged in the Operative Complaint.

1 **2.2.** Pursuant to Labor Code §2699.3, subd. (a), Plaintiff gave timely written notice to
2 Defendant and the LWDA by sending the PAGA Notice.

3 **2.3.** On August 13, 2024, the Parties participated in an all-day mediation presided over
4 by neutral Kelly Knight which led to this Agreement to settle the Action.

5 **2.4.** Prior to mediation, Plaintiff obtained, through informal discovery, the number of
6 putative Class Members, the number of Aggrieved Employees, the number of workweeks, the
7 number of pay periods, sample time records, sample payroll records, written policies, and related
8 information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth
9 in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
10 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

11 **2.5.** The Court has not granted class certification.

12 **3. MONETARY TERMS**

13 **3.1.** Gross Settlement Amount. Defendant promises to pay \$120,000.00 and no more as
14 the Gross Settlement Amount, unless modified by Defendant pursuant to Section 8 of this
15 Agreement in Defendant's sole discretion. Defendant has no obligation to pay the Gross Settlement
16 Amount prior to the deadlines stated in Section 4.3 of this Agreement. The Administrator will
17 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
18 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
19 Gross Settlement Amount will revert to Defendant.

20 **3.2.** Payments from the Gross Settlement Amount. The Administrator will make and
21 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
22 Court in the Final Approval:

23 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
24 Representative of not more than \$15,000.00 (in addition to any Individual Class Payment and
25 any Individual PAGA Payment the Class Representative is entitled to receive as a Participating
26 Class Member and Aggrieved Employee). Defendant will not oppose Plaintiff's request for a
27 Class Representative Service Payment that does not exceed this amount. As part of the motion
28 for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek

1 Court approval for any Class Representative Service Payments no later than 16 court days prior
2 to the Final Approval Hearing. If the Court approves a Class Representative Service Payment
3 less than the amount requested, the Administrator will retain the remainder in the Net Settlement
4 Amount, and Plaintiff's general release of claims and waiver of rights under Civil Code §1542
5 will remain intact. The Administrator will pay the Class Representative Service Payment using
6 IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class
7 Representative Service Payment and agrees to hold Defendant harmless, and indemnify
8 Defendant, from any dispute or controversy regarding any division, sharing, or taxation of this
9 payment.

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-
11 five percent of the Gross Settlement Amount (i.e., \$42,000), and a Class Counsel Litigation
12 Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for these
13 payments provided that do not exceed these amounts and the Class Counsel Litigation Expenses
14 Payment claimed are recoverable under statute. Plaintiff and/or Class Counsel will file a motion
15 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
16 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
17 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
18 Administrator will allocate the remainder to the Net Settlement Amount. Defendant and
19 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
20 from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation
21 Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class
22 Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
23 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class
24 Counsel Litigation Expenses Payment and agrees to hold Defendant harmless, and indemnify
25 Defendant, from any dispute or controversy regarding any division, sharing, or taxation of any
26 of these payments.

27 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
28 \$10,000 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less than \$10,000, or the Court approves payment less than \$10,000, the Administrator will allocate the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Class Workweeks. 2.5% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion of Individual Class Payments are subject to tax withholding and will be reported on an IRS W-2 Form. 2.5% of each Participating Class Member's Individual Class Payment will be allocated to settlement of reimbursement claims, and 95% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of Individual Class Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

1 3.2.6. To the Appropriate State and Federal Agencies. The Employee and
2 Employer share of payroll taxes and required withholdings for the Wage Portion of payments
3 made to the Class Members.

4 **4. SETTLEMENT FUNDING AND PAYMENTS.**

5 **4.1.** Class Size. Based on a review of Defendant's records through August of 2024, it is
6 estimated that the Class Members worked a total of 7,000 Workweeks.

7 **4.2.** Class Data. Not later than 30 days after service of the Court's Preliminary Approval
8 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a
9 Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must
10 maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and
11 for no other purpose, and restrict access to the Class Data to Administrator employees who need
12 access to the Class Data to effect and perform under this Agreement. The Administrator shall not
13 disclose any Class Member or Aggrieved Employee information to Plaintiff, attorneys for Plaintiff,
14 third parties, or to any of their agents, consultants, experts, or subcontractors, without Defendant's
15 prior written consent. Defendant has a continuing duty to immediately notify Class Counsel if it
16 discovers that the Class Data omitted Class Members' identifying information and to provide
17 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
18 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their
19 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
20 issues related to missing or omitted Class Data.

21 **4.3.** Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
22 Amount by transmitting the Gross Settlement Amount to the Administrator, or as otherwise directed
23 by the Administrator, no later than 90 days after the Effective Date.

24 **4.4.** Payments from the Gross Settlement Amount. Within 14 days after Defendant funds
25 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
26 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
27 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
28 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class

1 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
2 precede disbursement of Individual Class Payments and Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
4 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
5 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
6 after the date of mailing) when the check will be voided. The Administrator will cancel all
7 checks not cashed by the void date. The Administrator will send checks for Individual Class
8 Payments to all Participating Class Members (including those for whom Notice Packet was
9 returned undelivered). The Administrator will send checks for Individual PAGA Payments to
10 all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
11 Employees (including those for whom Notice Packet was returned undelivered). The
12 Administrator may send Participating Class Members and Aggrieved Employees a single check
13 combining the Individual Class Payment and the Individual PAGA Payment.

14 4.4.2. The Administrator must conduct a Class Member Address Search for all
15 Class Members whose checks are returned undelivered without USPS forwarding address.
16 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
17 forwarding address provided or to an address ascertained through the Class Member Address
18 Search. The Administrator need not take further steps to deliver checks to Class Members whose
19 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
20 replacement check to any Class Member whose original check was lost or misplaced, as
21 requested by the Class Member prior to the void date.

22 4.4.3. For any Class Member whose Individual Class Payment check or Individual
23 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
24 transmit the funds represented by such checks to a cy pres recipient selected by Defendant and
25 approved by Class Counsel in accordance with California Code of Civil Procedure §384.

26 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments
27 shall not obligate Defendant to confer any additional benefits or make any additional payments
28 to Class Members (such as 401(k) contributions, bonuses, vacation plans, sick leave plans, PTO

plans, regular rate of pay calculations, or other benefit plan) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

5.1. Effective Date of Release. The releases described in this Agreement shall take effect upon the Effective Date.

5.2. Plaintiff's General Release. Plaintiff, on behalf of herself and on behalf of her respective former and present spouses, children, representatives, agents, attorneys, heirs, administrators, executors, administrators, successors and assigns, agrees to release and discharge Defendant and Released Parties from all known and unknown claims of whatever type that Plaintiff has or may have against Defendant and Released Parties through the date of Plaintiff's execution of this Agreement, except for claims to enforce this Agreement or claims that Plaintiff cannot release via a general release as a matter of law, including claims for unemployment and workers' compensation benefits ("Plaintiff's General Release").

5.3. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that she may discover facts or law different from, or in addition to, the facts or law that she now knows or believes to be true, which could materially affect her decision to agree to the releases set forth in this Agreement. Nonetheless, Plaintiff voluntarily assumes this risk, and agrees that Plaintiff's General Release shall remain in effect notwithstanding such different or additional discoveries. To this end, Plaintiff expressly waives and relinquishes his rights under California Civil Code §1542, which provides:

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.

5.4. Release by Participating Class Members and Aggrieved Employees:

5.4.1. Release of Class Claims: As of the Effective Date, all Participating Class Members shall release Defendant and Released Parties of all claims, demands, liabilities, damages, penalties, premiums, attorneys' fees, costs, expert witness fees under state, federal, and/or local law against Releasees that were alleged or that could have been alleged based on

1 the facts alleged in the Operative Complaint, or that arise from, are attributable to and/or are
2 related to the facts and/or allegations asserted in the Operative Complaint and/or the Labor Code
3 violations alleged in Plaintiff's PAGA Notice, which arose or existed during the Class Period
4 ("Released Class Claims"). Without limiting the foregoing, Released Class Claims shall include:

5 5.4.1.1. All claims relating to unpaid wages (including claims for failure to
6 pay minimum wages, straight time wages, overtime and double-time compensation); all
7 claims related to the timeliness of wage payments (whether regular or final wages); all claims
8 relating to the failure to provide compliant meal, rest, and recovery periods; all claims
9 relating to the failure to pay premiums for violations of meal, rest, and recovery period laws
10 (including the failure to make premium payments at all, or failure to make premium
11 payments at the correct rate of pay); all claims relating to the provision of wage statements
12 (based on both direct and derivative theories of liability); all claims relating to the failure to
13 maintain accurate employment and/or payroll records; all claims relating to the
14 reimbursement of necessary business expenses; all claims relating to the failure to pay
15 reporting time pay (including the failure to pay reporting time pay at all when required by
16 law, or failure to pay reporting time pay at the correct rate of pay); all claims related to the
17 failure to provide paid sick leave or pay paid sick leave at the appropriate legal rate; all claims
18 relating to failure to provide a place of employment that is safe and healthful, and all claims
19 relating to unfair business practices resulting from any of the foregoing.

20 5.4.1.2. All claims arising under the California Labor Code, including, but not
21 limited to, §§201, 202, 203, 204, 204b, 208, 210, 218.5, 218.6, 221, 226, 226.7, 246, 248,
22 248.2, 248.5, 248.6, 510, 512, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
23 2802, 6400, 6401, 6402, 6403, 6404, 6407, ; 8 C.C.R. §11160, Sections 3, 4, 5, 6, 7, 8, 10,
24 11, and 18; 8 C.C.R. §§ 3202, 3395; and California Business and Professions Code § 17200-
25 17208; California Civil Code §§3287 and 3289; California Code of Civil Procedure §1021.5;
26 and related claims under the applicable provisions of the Fair Labor Standards Act (29
27 U.S.C. §§201, et seq.).

28 5.4.1.3. All remedies associated with any of the claims described herein,

1 including but not limited to compensatory, consequential, incidental, liquidated, and punitive
2 damages; statutory penalties; restitution; interest; costs; attorneys' fees; injunctive or other
3 equitable relief.

4 5.4.2. Release of PAGA Claims: As of the Effective Date, all Aggrieved Employees
5 and the LWDA shall release Defendant and Released Parties of all claims that are assertable
6 under PAGA and that Plaintiff alleged, or could have alleged, based on the facts pled in the
7 Operative Complaint or Plaintiff's PAGA Notice, or that arise from, are attributable to and/or
8 are related to the facts and/or allegations asserted in the Operative Complaint and/or the Labor
9 Code violations alleged in Plaintiff's PAGA Notice, and which arose or existed during the
10 PAGA Period ("Released PAGA Claims"). Without limiting the foregoing, Released PAGA
11 Claims shall include:

12 5.4.2.1. All claims for civil penalties recoverable under PAGA relating to
13 unpaid wages (including claims for failure to pay minimum wages, straight time wages,
14 overtime and double-time compensation); all claims for civil penalties recoverable under
15 PAGA related to the timeliness of wage payments (whether regular or final wages); all
16 claims for civil penalties recoverable under PAGA relating to the failure to provide
17 compliant meal, rest, and recovery periods; all claims for civil penalties recoverable under
18 PAGA relating to the failure to pay premiums for violations of meal, rest, and recovery
19 period laws (including the failure to make premium payments at all, or failure to make
20 premium payments at the correct rate of pay); all claims for civil penalties recoverable under
21 PAGA relating to the provision of wage statements (based on both direct and derivative
22 theories of liability); all claims for civil penalties recoverable under PAGA relating to the
23 failure to maintain accurate employment and/or payroll records; all claims for civil penalties
24 recoverable under PAGA relating to the failure to pay reporting time pay (including the
25 failure to pay reporting time pay at all when required by law, or failure to pay reporting time
26 pay at the correct rate of pay); all claims related to the failure to provide paid sick leave or
27 pay paid sick leave at the appropriate legal rate; and all claims for civil penalties recoverable
28 under PAGA relating to the reimbursement of necessary business expenses.

1 5.4.2.2. All claims for civil penalties recoverable under PAGA and set forth
2 in the California Labor Code, including, but not limited to, §§ 201-203, 204, 210, 225.5,
3 222, 226, 226.3, 226.7, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197.1,
4 2802, 6400, 6401, 6403, 6404, 6407, 8 C.C.R. §§ 3202, 11160, Sec. 18, 8 C.C.R., Bus. &
5 Prof. Code §§ 17200 et seq., and other default civil penalties for the Released PAGA Claims
6 available under California Labor Code § 2699.

7 **5.5. Releases Effective Regardless of Receipt of Class Notice and/or Payment.** The
8 releases described in this section shall bind all Participating Class Members and Aggrieved
9 Employees regardless of whether they receive the Class Notice, receive their Individual Class
10 Payment and/or Individual PAGA Payment, and/or whether they deposit their Individual Class
11 Payment and/or Individual PAGA Payment.

12 **5.6. Construction.** The Parties intend that this release be construed as broadly as possible.

13 **5.7. Resolution of Good Faith Dispute.** The Parties warrant and represent that the releases
14 for Participating Class Members and Aggrieved Employees resolve, pursuant to Labor Code §§206
15 and 206.5, and applicable case law (including but not limited to *Chindarah v. Pick Up Stix, Inc.*
16 (2009) 171 Cal.App.4th 796) a good faith dispute regarding any and all wages, if any, owed by
17 Defendant to Participating Class Members / Aggrieved Employees through their last day of
18 employment with Defendant within the Class Period and PAGA Period. The Parties further warrant
19 and represent that the Gross Settlement Amount described in this Agreement is in addition to any
20 undisputed wages and other benefits owed to Class Members by Defendant.

21 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiff shall prepare and file a motion
22 for preliminary approval (“Motion for Preliminary Approval”). Defendant shall not oppose the
23 motion to the extent it is consistent with this Agreement, provided that Class Counsel provides
24 Defense Counsel with a minimum of 14 days to review and revise the motion and that the motion
25 incorporates the revisions made by Defense Counsel.

26 **6.1. Plaintiff’s Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all
27 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and
28 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the

1 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
2 §2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
3 PAGA Settlement; (iii) a draft proposed Notice Packet; (iv) a signed declaration from the
4 Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its
5 willingness and ability to serve as an administrator in this matter, including information related to
6 its financial relationship with Class Counsel; (v) a signed declaration from Plaintiff confirming her
7 willingness and competency to serve and disclosing all facts relevant to any actual or potential
8 conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from
9 Class Counsel attesting to their competency to represent the Class Members; and (vii) proof of
10 Plaintiff’s timely transmission to the LWDA of all necessary PAGA documents (including the initial
11 notice of violations sent to Defendant and the LWDA pursuant to Labor Code §2699.3, subd. (a),
12 the Operative Complaint (Labor Code §2699, subd. (l)(1)), and this Agreement (Labor Code §2699,
13 subd. (l)(2))).

14 **6.2.** Responsibilities of Counsel. Class Counsel is responsible for expeditiously
15 finalizing and filing the Motion for Preliminary Approval no later than 90 days after the full
16 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
17 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.
18 Class Counsel is responsible for delivering the Court’s Preliminary Approval Order to the
19 Administrator.

20 **6.3.** Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
21 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
22 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
23 by telephone, and in good faith, to attempt to resolve the disagreement. If the Court does not grant
24 Preliminary Approval or conditions Preliminary Approval on any material change to this
25 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the
26 Parties by meeting in good faith to modify the Agreement and otherwise attempt to satisfy the
27 Court’s concerns. However, no Party shall be obligated to consent to any material change (including
28 but not limited to changes to the Gross Settlement Amount or the releases set forth herein) in the

Agreement, whether or not such material change is caused or requested by the Court.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administrator to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.3. Notice to Class Members.

7.3.1. No later than ten (10) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Class Workweeks, and PAGA Pay Periods in the Class Data.

7.3.2. Using best efforts to perform as soon as possible, and in no event later than 30 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Class Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

7.3.3. Not later than 3 business days after the Administrator’s receipt of any Notice Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet using any forwarding address provided by the USPS. If the USPS does not provide a forwarding

1 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
2 Packet to the most current address obtained. The Administrator has no obligation to make further
3 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
4 the USPS a second time.

5 7.3.4. The deadlines for Class Members' written objections, Challenges to Class
6 Workweeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended
7 an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
8 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
9 extended deadline with the re-mailed Notice Packet.

10 7.3.5. If the Administrator, Defendant, or Class Counsel is contacted by or
11 otherwise discovers any persons who believe they should have been included in the Class Data
12 and should have received Notice Packet, the Parties will expeditiously meet and confer in person
13 or by telephone, and in good faith in an effort to agree on whether to include them as Class
14 Members. If the Parties agree, such persons will be Class Members entitled to the same rights
15 as other Class Members, and the Administrator will send a Notice Packet requiring them to
16 exercise options under this Agreement within the timeframes applicable to Class Members
17 whose Notice Packet is re-mailed by the Administrator.

18 **7.4. Requests for Exclusion (Opt-Outs).**

19 7.4.1. Class Members who wish to exclude themselves (opt-out of) the Class
20 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
21 Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus an
22 additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
23 Exclusion is a letter from a Class Member or his/her representative that reasonably
24 communicates the Class Member's election to be excluded from the Settlement and includes the
25 Class Member's name, address and email address or telephone number. To be valid, a Request
26 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

27 7.4.2. The Administrator may not reject a Request for Exclusion as invalid because
28 it fails to contain all the information specified in the Class Notice. The Administrator shall accept

1 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
2 the person as a Class Member and the Class Member's desire to be excluded. The
3 Administrator's determination shall be final and not appealable or otherwise susceptible to
4 challenge. If the Administrator has reason to question the authenticity of a Request for
5 Exclusion, the Administrator may demand additional proof of the Class Member's identity. The
6 Administrator's determination of authenticity shall be final and not appealable or otherwise
7 susceptible to challenge.

8 7.4.3. Every Class Member who does not submit a timely and valid Request for
9 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
10 benefits and bound by all terms and conditions of the Settlement, including the Participating
11 Class Members' Releases under Section 5.4.1 of this Agreement, regardless of whether the
12 Participating Class Member actually receives the Notice Packet, an Individual Class Payment,
13 objects to the settlement, or disputes the pay periods set forth in the Class Notice.

14 7.4.4. Every Class Member who submits a valid and timely Request for Exclusion
15 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have
16 the right to object to the class action components of the Settlement.

17 7.4.5. All Aggrieved Employees are entitled to all benefits and bound by all terms
18 and conditions of the Settlement as they pertain to PAGA claims, including the Aggrieved
19 Employees' Releases under Section 5.4.2 of this Agreement, regardless of whether the
20 Aggrieved Employee actually receives the Notice Packet, an Individual PAGA Payment, objects
21 to the settlement, or disputes the pay periods set forth in the Class Notice.

22 7.5. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
23 after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members
24 whose Notice Packet is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
25 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
26 challenge the allocation by communicating with the Administrator via fax, email or mail. The
27 Administrator must encourage the challenging Class Member to submit supporting documentation.
28 In the absence of any contrary documentation, the Administrator is entitled to presume that the Class

1 Workweeks and PAGA Pay Periods contained in the Class Data are correct. The Administrator's
2 determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods
3 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall
4 promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Pay
5 Periods and the Administrator's determination as to such challenges to Defense Counsel and Class
6 Counsel, except that any information provided to Class Counsel in relation to pay period disputes
7 shall not contain any personal identifying information (e.g., names and contact information) of the
8 Class Members.

9 **7.6. Objections to Settlement.**

10 7.6.1. Only Participating Class Members may object to the class action components
11 of the Settlement and/or this Agreement, including contesting the fairness of the Settlement,
12 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment, and/or the Class Representative Service Payment.

14 7.6.2. Participating Class Members may send written objections to the
15 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may
16 appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final
17 Approval Hearing. A Participating Class Member who elects to send a written objection to the
18 Administrator must do so not later than 45 days after the Administrator's mailing of the Notice
19 Packet (plus an additional 14 days for Class Members whose Notice Packet was re-mailed).

20 7.6.3. Non-Participating Class Members have no right to object to any of the class
21 action components of the Settlement.

22 **7.7. Administrator Duties.** The Administrator has a duty to perform or observe all tasks
23 to be performed or observed by the Administrator contained in this Agreement or otherwise.

24 7.7.1. Email Address, Fax Number, and Toll-Free Number. The Administrator will
25 establish and maintain and use an email address, fax number, and a toll-free telephone number
26 to receive Class Member emails, faxes, and calls.

27 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
28 promptly review Requests for Exclusion to ascertain their validity. Not later than 5 days after

1 the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall
2 email a list to Defense Counsel containing (a) the names and other identifying information of
3 Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b)
4 the names and other identifying information of Class Members who have submitted invalid
5 Requests for Exclusion; and, (c) copies of all Requests for Exclusion documentation submitted
6 (whether valid or invalid). Upon request, the Administrator may provide summary information
7 regarding the information described in this section to Class Counsel, but shall not provide any
8 personal identifying information (e.g., names and contact information) to Class Counsel.

9 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
10 reports to Class Counsel and Defense Counsel that, among other things, tally the number of:
11 Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for
12 Exclusion (whether valid or invalid) received, objections received, challenges to Class
13 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for
14 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly
15 Reports must include the Administrator’s assessment of the validity of Requests for Exclusion
16 and attach copies of all Requests for Exclusion and objections received, except that any
17 information provided to Class Counsel shall not contain any personal identifying information
18 (e.g., names and contact information) of the Class Members

19 7.7.4. Class Workweeks and/or PAGA Pay Period Challenges. The Administrator
20 has the authority to address and make final decisions consistent with the terms of this Agreement
21 on all Class Member challenges regarding the calculation of Class Workweeks and/or PAGA
22 Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise
23 susceptible to challenge.

24 7.7.5. Administrator’s Declaration. Not later than 21 days before the date by which
25 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator
26 will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in
27 Court attesting to its due diligence and compliance with its obligations under this Agreement,
28 including, but not limited to, its mailing of the Notice Packets, the Notice Packets returned as

undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections received. The Administrator shall provide along with such declaration the Exclusion List with all personal identifying information (e.g., names and contact information) redacted. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.7.6. Final Report by Administrator. Within 14 days after the Administrator disburses the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements. All personal identifying information (e.g., names and contact information) shall be redacted from the report. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.7.7. If the number of Settlement Class Members who elect to opt out of the Settlement exceeds 5% of the total members of the Settlement Class, Defendant may, at its election and in its sole discretion, void this Settlement. If Defendant exercises this option, the costs of administration incurred through the date of exercising Defendant's right to void the Settlement will be borne solely by Defendant.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. If the number of Class Work Weeks worked by Class Members exceeds 7,000 by 10% (i.e., 700) by the date of the end of the Class Release Period the settlement will increase proportionately in the amount of \$17.14 per Class Work Week above 7,700.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code §2699, subd. (l), a proposed Final Approval order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 14

1 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
2 expeditiously meet and confer in person or by telephone, and in good faith, to attempt to resolve any
3 disagreements concerning the Motion for Final Approval.

4 **9.1.Response to Objections.** Each Party retains the right to respond to any objection raised by a
5 Participating Class Member, including the right to file responsive documents in Court no later than
6 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

7 **9.2.Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval
8 on any material change to the Agreement (including but not limited to the scope of the releases or
9 changes to the Gross Settlement Amount), the Parties shall expeditiously work together in good
10 faith to address the Court's concerns in an endeavor to revise the Agreement as necessary to obtain
11 Final Approval. No Party shall be obligated to consent to any material change in the Agreement,
12 whether or not such material change is caused or requested by the Court. The Court's decision to
13 award less than the amounts requested for the Class Representative Service Payment, Class Counsel
14 Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment
15 shall not constitute a material modification to the Agreement within the meaning of this section.

16 **9.3.Continuing Jurisdiction of the Court.** The Parties agree that, after entry of Judgment, the
17 Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of
18 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and
19 (iii) addressing such post-Judgment matters that are permitted by law.

20 **9.4.Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and
21 conditions of this Agreement, the Parties and all Participating Class Members who did not object to
22 the Settlement as provided in this Agreement waive all rights to appeal from the Judgment, including
23 all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment,
24 motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any
25 waiver of the right to oppose such motions, writs or appeals.

26 **9.5.Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the appellate
27 court vacates, reverses, or modifies the Judgment in a manner that requires a material modification
28 of this Agreement (including, but not limited to, the scope of releases or changes to the Gross

Settlement Amount), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment, the Class Counsel Fees Payment, and/or the Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this section, as long as the Gross Settlement Amount remains unchanged. However, no party shall be obligated to consent to any material change in the Agreement, whether or not such material change is caused or requested by the reviewing Court.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Nor shall this Agreement be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, there shall be no class certification or representative treatment of any kind, Defendant reserves the right to contest certification of any class for any reasons, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality. Plaintiff and Class Counsel separately agree that, until the Motion

1 for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate
2 and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the
3 terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation,
4 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or
5 spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related
6 matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response
7 to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal
8 government agency; or, (6) to Class Members for purposes of informing them about this Settlement
9 and its procedures. Thereafter, Class Counsel further agrees not to disclose this Settlement to current
10 or former employees of Defendant, to the media, or on any websites, blogs, social media, and/or
11 online platforms. Class Counsel shall have the ability to disclose this Settlement in the following
12 circumstances: (i) disclosures necessary to comply with the law, judicial processes, or for financial
13 planning or tax preparation purposes; (ii) to the extent needed to enforce this Agreement; (iii)
14 disclosures to a court for purposes of describing its qualifications as counsel; (iv) to Class Members
15 for purposes of informing them about this Settlement and its procedures; or, (v) as part of a
16 declaration made by an attorney in Class Counsel's firm to establish his/her experience in handling
17 wage and hour class action and/or PAGA matters. Each Party agrees to immediately notify the other
18 Party of any judicial or agency order, inquiry, or subpoena seeking such information.

19 **11.3. No Solicitation.** The Parties agree that they and their respective counsel and
20 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
21 from the Judgment. Nothing in this section shall be construed to restrict the Parties' or their
22 respective counsel's ability to communicate with Class Members for purposes of informing them
23 about this Settlement and its procedures.

24 **11.4. Integrated Agreement.** Upon execution by the Parties, this Agreement together with
25 its attached exhibits shall constitute the entire agreement between the Parties relating to the
26 Settlement, superseding any and all oral representations, warranties, covenants, or inducements
27 made to or by any Party.

28 **11.5. Cooperation.** The Parties and their counsel will cooperate with each other and use

1 their best efforts, in good faith, to implement the Settlement. In the event the Parties are unable to
2 agree upon the form or content of any document necessary to implement the Settlement, or on any
3 modification of the Agreement that may become necessary to implement the Settlement, the Parties
4 will seek the assistance of Scott Radovich and/or the Court for possible resolution. Nothing in this
5 section shall be construed as obligating the Parties to consent to any material change in the
6 Agreement, whether or not such material change is caused or requested by the Court or the reviewing
7 Court.

8 **11.6. No Prior Assignments.** The Parties separately represent and warrant that they have
9 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
11 or right released and discharged by the Party in this Settlement.

12 **11.7. No Tax Advice.** Plaintiff, Class Counsel, Defendant, and Defense Counsel are not
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
15 10, as amended) or otherwise.

16 **11.8. Modification of Agreement.** This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed by all Parties, and
18 approved by the Court.

19 **11.9. Agreement Binding on Successors.** This Agreement will be binding upon, and inure
20 to the benefit of, the successors of each of the Parties.

21 **11.10. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be
22 governed by and interpreted according to the internal laws of the state of California, without regard
23 to conflict of law principles.

24 **11.11. Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation
25 of this Agreement. This Agreement will not be construed against any Party on the basis that the
26 Party was the drafter or participated in the drafting.

27 **11.12. Confidentiality.** To the extent permitted by law, all agreements made, and orders
28 entered during Action and in this Agreement relating to the confidentiality of information shall

1 survive the execution of this Agreement.

2 **11.13. Use and Return of Class Data.** Information provided to Class Counsel pursuant to
3 California Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
4 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
5 connection with the Settlement, may be used only with respect to this Settlement, and no other
6 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
7 or rule of court. Not later than 90 days after the Effective Date, Plaintiff shall destroy all paper and
8 electronic versions of Class Data received from Defendant unless, prior to the Effective Date,
9 Defendant makes a written request to Class Counsel for the return, rather than the destruction, of
10 Class Data.

11 **11.14. Headings.** The descriptive heading of any section or section of this Agreement is
12 inserted for convenience of reference only.

13 **11.15. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
14 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
15 weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

16 **11.16. Notice.** All written notices, demands or other communications between the Parties in
17 connection with this Agreement shall be addressed as follows:

18 To Plaintiff:

19 Roman Otkupman
20 Nidah Farishta
21 **OTKUPMAN LAW FIRM, A LAW CORPORATION**
22 5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Emails: Roman@OLFLA.com; Nidah@OLFLA.com

23 To Defendant:

24 **STACY L. HENDERSON**
25 **HENDERSON HATFIELD, A Professional Corporation**
1101 15th Street
Modesto, CA 95354
26 **Office: (209) 599-5003 | Fax: (209) 599-5008**

27 **11.17. Execution in Counterparts.** This Agreement may be executed in one or more
28 counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this

1 Agreement shall be accepted as an original. All executed counterparts and each of them will be
2 deemed to be one and the same instrument if counsel for the Parties will exchange between
3 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
4 the existence and contents of this Agreement.

5 10 / 21 / 2024

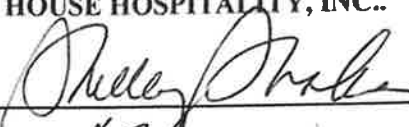
6 Dated: October __, 2024

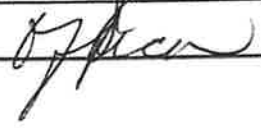
BRIANNA BROWN

7
8 By: 

9 Dated: October 21, 2024

OUR HOUSE HOSPITALITY, INC..

10
11 By: 

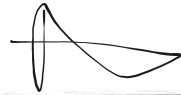
12 Its: 

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14 10 / 21 / 2024

Approved as to Form

15 Dated: October __, 2024

OTKUPMAN LAW FIRM

16
17 By: 

18 Attorneys for Plaintiff Brianna Brown

19
20 Dated: October 21, 2024

Henderson Hattfield

A Profesional Corporation

21
22
23 By: 

24 Stacy Henderson
25 Attorney for Defendant Our House
26 Hospitality, Inc.
27
28