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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AHMONE BRYANT; SUSAN RODGERS; VERONICA SALDANA; AMANDA HALE; and JESUS GOMEZ, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

BRINKER RESTAURANT CORPORATION; BRINKER INTERNATIONAL, INC.; and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.,

Defendants.

Case No.: CGC-23-608589
(Consolidated with CGC-21-597124)

[*Case assigned for all purposes to the Hon. Jeffrey S. Ross; Dept. 613*]

DECLARATION OF ANDREW J. ROWBOTHAM IN SUPPORT OF PLAINTIFFS' RENEWED MOTION FOR APPROVAL OF PAGA SETTLEMENT, ATTORNEYS' FEES AND COSTS, REPRESENTATIVE ENHANCEMENT PAYMENTS, AND ADMINISTRATION EXPENSES

Date: December 10, 2026
Time: 10:00 a.m.
Dept.: 613

Action Filed: August 23, 2023
Trial Date: None Set

DECLARATION OF ANDREW J. ROWBOTHAM

I, Andrew J. Rowbotham, declare as follows:

1. I am a partner at Haines Law Group, APC ("HLG"), counsel for Plaintiff Jesus Gomez and one of the firms serving as PAGA Counsel under the proposed Settlement. I am a member in good standing of the State Bar of California and am admitted to practice before this Court. I have personal knowledge of the facts stated below through my participation in this litigation and the related proceedings, my review of the pleadings, orders, discovery, correspondence, and settlement documents identified below, and my review of HLG's billing and cost records. Where I describe another firm's services, hours, or expenses, I identify the declarations or records on which I rely. If called as a witness, I could and would competently testify to these facts.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in plaintiff-side employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies and discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a classwide basis. My responsibilities also include: investigating potential cases; conducting client and witness interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for preliminary and final approval; arguing motions and attending case management and other court

hearings; negotiating class and representative action settlements and drafting long-form settlement agreements; and working with settlement administrators to implement settlements and monitor the settlement administration process.

4. The following is a non-exhaustive list of wage and hour class actions that have been granted final approval in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman

presiding;

- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of $400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of $425 for work performed in 2018, 2019, and 2020);

- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of $425 for work performed from 2017-2020);
- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc*., Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc*., Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of $425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of $450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of $475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of $475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of $475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of $575 for work performed from 2019-2023);

- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of $575 for work performed from 2019-2023);
- *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of $575 for work performed from 2022-2023);
- *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of $650 for work performed from 2020-2024); and
- *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Case No. 21STCV27103, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of $725 for work performed in 2022-2025).

5. I have also been named Class Counsel for a certified class following a contested motion for class certification in the following case:

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq*., that resulted in a six-figure verdict in favor of the aggrieved employees.

7. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each year.

8. HLG represented Gomez in his wage-and-hour litigation against Defendants and subsequently participated in the related federal action, *Hale v. Brinker International, Inc., et al*., United States District Court for the Northern District of California, Case No. 3:21-cv-09978-VC ("Hale"). I have participated in the investigation and prosecution of Gomez's claims, the evaluation of the evidence developed in the related proceedings, and the preparation of the revised settlement and approval materials now before this Court.

9. Attached as **Exhibit 1** is a true and correct copy of the fully executed Stipulation and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). Attached as **Exhibit 2** are true and correct copies of the proposed Notice of PAGA Settlement and Enclosed Payment in English and Spanish. Unless otherwise indicated, capitalized terms used in this declaration have the meanings assigned to them in the Settlement Agreement.

10. Based on the pleadings, discovery, and Plaintiffs' declarations, Defendants operate Chili's Grill & Bar restaurants throughout California and employed non-exempt employees in California during the relevant period. Plaintiffs Veronica Saldana and Ahmone Bryant worked as servers. Plaintiff Susan Rodgers worked as a To Go Specialist. Plaintiff Amanda Hale worked as a front-of-house server, and Plaintiff Jesus Gomez worked as a back-of-house cook. Their experiences span different positions, restaurant locations, and periods of employment. Their combined participation provided counsel with a broader factual basis to evaluate the challenged employment practices and the claims encompassed by the Settlement.

11. Attached collectively as **Exhibit 3** are true and correct copies of the six PAGA notices identified in Settlement § 1.21. These include Hale's September 8, 2021 notice and January 17, 2023 amended notice, Saldana's November 9, 2021 notice, and Gomez's January 9, 2023 notice. Also included are the July 12, 2023 amended notice concerning Saldana, Bryant, and Rodgers and the July 30, 2025 amended notice concerning Saldana and Bryant. The July 12, 2023 notice specifically identifies Rodgers's employment as a To Go Specialist and alleges meal period and rest period violations, unpaid premiums, and resulting wage statement and final wage violations.

12. My review of the court records reflects that Saldana filed her action in San

Francisco Superior Court on December 14, 2021, and Bryant filed this related action on August 23, 2023. Hale and Gomez litigated overlapping class and PAGA claims in the separate federal Hale action. As described in Robert Ottinger's declaration, the Saldana and Bryant matters proceeded to mediation before Dave Carothers on November 7, 2024, resulting in a settlement in principle, followed by further information exchanges and negotiation of the settlement terms. On June 10, 2026, Plaintiffs filed the operative First Amended Representative Action Complaint naming Bryant, Rodgers, Saldana, Hale, and Gomez. A true and correct copy of that complaint is attached as **Exhibit 4**.

13. I reviewed the Court's January 23, 2026 and August 20, 2026 Orders concerning the approval request. In connection with the renewed request, counsel revised the settlement papers, incorporated Hale's and Gomez's overlapping PAGA claims into the proposed resolution, and assembled additional materials addressing the Court's concerns. These materials include the operative complaint, PAGA notices, declarations concerning Plaintiffs' participation and counsel's services, settlement administration information, counsel's fee agreements, and the individual settlement agreements executed to date.

14. Plaintiffs allege that Defendants maintained policies or practices resulting in unpaid regular and overtime wages, off-the-clock work, regular-rate underpayments, unpaid reporting time pay, and untimely payment of wages, including final wages. Plaintiffs also allege noncompliant meal periods and rest periods, unpaid meal period and rest period premiums, unreimbursed business expenses, including work-related cellphone and clothing expenses, inaccurate wage statements, inadequate recordkeeping, and paid sick leave violations. These allegations form the basis of the PAGA civil penalty claims addressed by the Settlement.

15. Defendants deny liability and maintain that their written policies and actual practices complied with applicable law. Among other defenses, Defendants rely on meal period waivers, shift-end attestations, and evidence that employees were provided opportunities to take compliant breaks. Defendants contend that missed or shortened breaks often reflected employee choice, that employees were not required to purchase or use personal cellphones as alleged, and that the off-the-clock, regular-rate, and paid sick leave theories are unsupported or overstated.

Defendants also dispute the derivative claims and contend that any PAGA penalties should be substantially reduced. These defenses presented material risks concerning proof of violations, the number of affected employees and pay periods, and the amount of any ultimate recovery.

16. In evaluating the Settlement, I reviewed discovery and other materials developed in the related proceedings, including time punch and payroll data, pay codes, skip reports, written policies and procedures, employee handouts, training materials, deposition testimony, and the Hale class certification briefing and supporting evidence. The production history described in Kevin Reese's October 9, 2025 declaration, paragraphs 8-9 and Exhibit B, includes full, unsampled time punch and payroll data provided before the Saldana and Bryant mediation and additional confirmatory discovery afterward. These materials provided a substantial factual record for evaluating the challenged practices, Defendants' defenses, and the available methods of proving the claims.

17. HLG's work included reviewing timekeeping and staffing evidence; preparing for and attending depositions of Brinker's persons most qualified; preparing Gomez for his deposition and attending and defending that deposition; participating in a separate mediation in the Hale litigation; and preparing and revising class certification materials. HLG also participated in appellate review efforts following the denial of class certification, opposed dispositive motions, addressed issues affecting Gomez's standing, and performed substantial preparation for trial of the remaining PAGA claims. HLG's subsequent work included evaluating the combined litigation record, coordinating with the other PAGA Counsel, revising the settlement documents and operative complaint, and preparing the renewed approval papers.

18. In preparing the renewed approval request, counsel considered the evidence developed across the related actions and the overlapping claims pursued by all five Plaintiffs. I also reviewed the exposure analysis set forth in Robert Ottinger's October 9, 2025 declaration, including its assumptions, the data then available, and the identified litigation risks. The potential exposure estimates were not predictions of an actual recovery. Proving the frequency and scope of the alleged violations, overcoming Defendants' defenses, and obtaining substantial penalties remained uncertain. Continued litigation would require additional discovery, preparation and

presentation of representative proof, trial, and potentially further motion practice and appellate proceedings.

19. Under Settlement §§ 1.16, 1.18, and 8, and Defendants' election described below, the Settlement covers non-exempt employees of Defendants who worked in California from September 14, 2020 through Court approval. On August 27, 2026, defense counsel Kevin Reese informed me in writing that Defendants elected under Settlement § 8 to extend the PAGA Period through Court approval. He also supplied an estimate of 1,113,854 covered pay periods assuming approval on October 15, 2026. True and correct copies of those communications are attached as **Exhibit 5**. Under § 8, the increase to the $1,647,500.00 base Gross Settlement Amount is calculated by multiplying the number of covered pay periods exceeding 764,345 by $1,647,500.00 divided by 694,859. Applying that formula to the previously estimated 1,113,854 pay periods produces an estimated Gross Settlement Amount of $2,476,180.46. This is a historical estimate based on the assumed October 15, 2026 approval date. The final amount will be calculated using the actual covered pay periods through Court approval.

20. Using the estimated Gross Settlement Amount of $2,476,180.46, the requested deductions are $825,393.49 in attorneys' fees, $109,914.42 in litigation costs, $12,500.00 in representative enhancement payments, and $75,000.00 in administration expenses. Those deductions produce an estimated Net Settlement Amount of $1,453,372.55, of which 75%, or approximately $1,090,029.41, would be payable to the LWDA and 25%, or approximately $363,343.14, would be payable to PAGA Members. Dividing the employee allocation by the estimated 1,113,854 covered pay periods produces approximately $0.32620 per pay period. Using the original estimate of 28,533 PAGA Members, the average employee payment would be approximately $12.73. For illustration, a member credited with one pay period would receive approximately $0.33, and a member credited with 160 pay periods would receive approximately $52.19. These figures remain subject to the actual employee and pay period data through Court approval and the deductions approved by the Court.

21. PAGA Counsel request attorneys' fees equal to one-third of the final Gross Settlement Amount. Based on my experience in wage-and-hour class and representative litigation,

my participation in this matter, the substantial work performed across the related proceedings, the risks of continued litigation, and the recovery obtained, I believe the requested fee is reasonable. HLG undertook its representation on a contingent basis and devoted substantial attorney time and resources without assurance of recovery. The lodestar comparison below provides an additional basis to evaluate the requested percentage. Counsel will also perform further work in connection with the approval hearing and implementation of the Settlement.

22. Attached as **Exhibit 8** is a true and correct copy of HLG's billing summary, which identifies the services performed, attorney hours, and hourly rates used to calculate HLG's lodestar. I reviewed the summary for accuracy. It reflects 592.2 attorney hours and a lodestar of $474,205.00. The calculation consists of 256.3 hours for Andrew J. Rowbotham at $725 per hour, totaling $185,817.50; 223.2 hours for Fletcher W. Schmidt at $825 per hour, totaling $184,140.00; and 112.7 hours for Paul K. Haines at $925 per hour, totaling $104,247.50. These figures exclude paralegal and other non-attorney time. My qualifications are described above. Mr. Schmidt graduated cum laude from Loyola Law School in 2012, joined HLG in 2013, and became a partner in 2018. He has substantial experience litigating wage-and-hour class and PAGA actions, including contested certification proceedings and PAGA trial work. Mr. Haines graduated cum laude from Pepperdine University School of Law in 2006 and has extensive experience litigating employment class actions and individual employment matters in state and federal courts. Based on my familiarity with their work, the services reflected in the records, and my experience with comparable litigation, I consider the hours and rates used in this calculation reasonable.

23. I also reviewed the declarations and billing summaries submitted by the other PAGA Counsel. The Ottinger Firm reports 252.2 attorney hours and a lodestar of $189,410.00. King & Siegel reports 124.2 attorney hours and a lodestar of $110,830.00. Setareh Law Group reports 238.0 attorney hours and a lodestar of $181,350.00. Together with HLG's time, the reported attorney hours total 1,206.6, and the combined lodestar totals $955,795.00. Using the previously estimated Gross Settlement Amount of $2,476,180.46, the requested one-third fee is $825,393.49, or approximately 0.864 times the combined lodestar. The requested fee will equal

one-third of the final Gross Settlement Amount determined under the Settlement.

24. Attached as **Exhibit 6** is a true and correct copy of the Joint Prosecution and Attorney Co-Counsel Agreement between The Ottinger Firm, P.C. and King & Siegel LLP, together with the accompanying client acknowledgments. Attached as **Exhibit 7** is a true and correct copy of the attorney fee division agreement among all four PAGA Counsel, including the written consents of all five Plaintiffs. Under paragraph 2 of the latter agreement, the firms agreed to divide any attorneys' fees awarded for resolution of the PAGA claims as follows: 35.84% to The Ottinger Firm, 18.58% to Setareh Law Group, 18.58% to HLG, and 27.00% to King & Siegel. These percentages apply regardless of each firm's lodestar and also apply if the Court awards less than the requested fee. Paragraph 4(d) permits a different allocation ordered by the Court. The agreement does not apply to non-PAGA claims, and the division does not increase the total attorneys' fees requested from the Settlement.

25. HLG seeks reimbursement of $13,117.61 in litigation expenses. Attached collectively as **Exhibit 9** are true and correct copies of HLG's itemized cost records and supporting invoices and receipts for incurred expenses. The expenses include filing and service fees, mediation expenses, deposition and transcript expenses, litigation-related travel, translation, research, copying, and delivery expenses. Based on my involvement in the litigation and review of those records, I consider the incurred expenses reasonable and the anticipated filing and delivery charges reasonable and necessary. The other PAGA Counsel report costs of $41,984.46 for The Ottinger Firm, $12,461.25 for King & Siegel, and $42,351.10 for Setareh Law Group. Those amounts and HLG's requested expenses total $109,914.42, below the Settlement's $150,000 maximum.

26. Attached collectively as **Exhibit 10** are true and correct copies of all individual settlement agreements executed to date by the named Plaintiffs. Plaintiffs will submit an updated declaration before the hearing reporting the status of the remaining individual settlements and attaching any additional executed agreements. Upon Court approval and implementation of the Settlement, completion of the individual settlements, and entry of any necessary dismissals, Plaintiffs' litigation against Defendants will be fully concluded.

27. On October 23, 2026, the proposed Settlement was submitted to the LWDA through its online submission system concurrently with its submission to the Court. A true and correct copy of the submission confirmation is attached as **Exhibit 11**.

28. Attached as **Exhibit 12** is a true and correct redlined comparison of the Memorandum of Understanding submitted as Exhibit 2 to Robert Ottinger's October 9, 2025 declaration in support of the motion for PAGA settlement approval and the fully executed Stipulation and PAGA Settlement Agreement attached as Exhibit 1.

29. Based on my participation in the litigation, review of the developed record, evaluation of Defendants' defenses and the risks of further proceedings, and consideration of the Settlement's terms, I believe the Settlement is fair, reasonable, and adequate. It provides a non-reversionary recovery for the LWDA and PAGA Members while resolving disputed claims that would otherwise require substantial additional expense, time, and litigation risk.

30. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, CPT Group, Inc.

31. Attached collectively as **Exhibit 13** are true and correct copies of court orders and rulings concerning representative enhancement or service payments in PAGA settlements ("PAGA Enhancement Exemplar").

32. Per this Court's disclosures requirements. I reviewed the LWDA database for additional LWDA filings and located Case No. LWDA-CM-1175493-26, and the representative action complaint filed on behalf of Jose De Jesus Ruiz Rodriguez on July 27, 2026, in San Bernardino County Superior Court, Case No. CIVRS2606927. The LWDA record identifies a PAGA notice submitted on May 5, 2026. The complaint names Brinker Restaurant Corporation and Brinker International Payroll Corp. and seeks PAGA penalties based on alleged unpaid wages and overtime, meal period and rest period violations, untimely payment of wages, inaccurate wage statements, inadequate recordkeeping, and unreimbursed business expenses. These allegations overlap with allegations addressed by the proposed Settlement. The San Bernardino County Superior Court's case summary lists the action as active and reflects that Defendants filed an answer on September 16, 2026. A case management conference is scheduled for January 26, 2027,

at 9:00 a.m. in Department R14.

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on October 23, 2026, at El Segundo, California.



Andrew J. Rowbotham

EXHIBIT 1

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(additional counsel on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

AHMONE BRYANT and SUSAN RODGERS, individually and on behalf of all others similarly situated, Plaintiff, v. BRINKER RESTAURANT CORPORATION; BRINKER INTERNATIONAL, INC. and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P., Defendants.	CASE NO. CGC-23-608589 **STIPULATION AND PAGA SETTLEMENT AGREEMENT** Action Filed: 12-14-2021 Trial Date: None Set

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This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Veronica Saldana ("Plaintiff Saldana"), Ahmone Bryant ("Plaintiff Bryant"), Susan Rodgers ("Plaintiff Rodgers"), Amanda Hale ("Plaintiff Hale"), Jesus Gomez ("Plaintiff Gomez"), individually and as representatives of the State of California, on behalf of the PAGA Members (as defined below), and Defendants Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P. (collectively "Defendants"). Plaintiffs Saldana, Bryant, Rodgers, Hale and Gomez and Defendants are collectively referred to as "Parties". This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. **DEFINITIONS**.

1.1. "Actions" means collectively the PAGA lawsuit alleging wage and hour violations against Defendants captioned *Veronica Saldana v. Brinker Restaurant Corporation; Brinker International, Inc. and Brinker International Payroll Company, L.P.* (Case No. CGC-21-597124 initiated on December 14, 2021, and pending in the Superior Court of the State of California, County of San Francisco) and *Ahmone Bryant, et al. v. Brinker Restaurant Corporation, et al*., Case No. CGC-23-608589 filed in the Superior Court of the State of California, San Francisco County.

1.2. "Administrator" means CPT GROUP, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement.

1.4. "Court" means the Superior Court of California, County of San Francisco.

1.5. "Defense Counsel" means Jackson Lewis, P.C.

1.6. "Effective Date" means 65 days after the Court has entered an Order and Judgment approving the Stipulation of Settlement, provided that the period for filing any

challenge to the Order and Judgment, appeal, writ or other appellate proceeding opposing or otherwise challenging the Court's entry of the Approval Order has expired without any such challenge having been filed; or, if any appeal, writ or other appellate proceeding opposing the Approval Order has been filed, including objections, or any other opposition, challenge or motion to vacate the Approval Order has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.7. "Gross Settlement Amount" means One Million Six Hundred Forty-Seven Thousand Five Hundred Dollars and No Cents ($1,647,500), which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payments, and the Administration Expenses Payment.

1.8. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.9. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.10. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.11. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative

Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13. "PAGA Counsel" means THE OTTINGER FIRM, P.C., King & Siegel LLP, Haines Law Group, APC, and Setareh Law Group.

1.14. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.15. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.16. "PAGA Period" means the period from September 14, 2020 through either: (1) the date of Court Approval of the Settlement, or (2) the date upon which Defendants elect to conclude the release period pursuant to Paragraph 8.

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.18. "PAGA Member" means all non-exempt employees of Defendants who worked in California during the PAGA Period.

1.19. "PAGA Member Data" means PAGA Member identifying information in Defendants' possession including the PAGA Member's name, last-known mailing address, Social Security number, and the start and end dates of employment for each PAGA Member as well as Defendants' best estimates of the number of PAGA Pay Periods worked by each PAGA Member. This information will be provided to the Administrator only. PAGA Counsel can be advised of the total PAGA Members and PAGA Pay Periods worked by each PAGA Member contained within the PAGA Member Data only.

1.20. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with PAGA Members.

1.21. "PAGA Notices" means the following written notices submitted by Plaintiffs to the Labor and Workforce Development Agency by online filing and served on Defendants by certified mail, pursuant to Labor Code § 2699.3(a)(1)(A) or § 2699.3(c)(1)(A), as applicable, including any attachments: (a) Hale's notice dated September 8, 2021; (b) Hale's amended notice dated January 17, 2023; (c) Saldana's notice dated November 9, 2021; (d) Saldana's amended notice dated July 12, 2023; (e) Gomez's notice dated January 9, 2023; and (f) the amended notice(s) submitted on July 30, 2025 by Plaintiffs Saldana and Bryant.

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members and the 75% to LWDA in settlement of PAGA claims.

1.23. "PAGA Representatives" means Plaintiff Saldana, Bryant, Rodgers, Hale and Gomez.

1.24. "PAGA Representative Enhancement Payments" means the payments provided to the PAGA Representatives for their services as PAGA representatives.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the limited release being given by the State of California and PAGA Members for those claims described in Paragraph 5 below.

1.27. "Released Parties" means: Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P., and each of the foregoing's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Brinker Restaurant Corporation, Brinker International, Inc., and/or Brinker International Payroll Company, L.P.; the past, present and future

shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

1.28. "Settlement" means the disposition of the Actions, effected by this Agreement and the Judgment.

2. **RECITALS**.

2.1. On September 8, 2021, Plaintiff Hale provided written notice to the LWDA of her intent to seek PAGA penalties, which she later amended in a written letter dated January 17, 2023.

2.2. On November 9, 2021, Plaintiff Saldana provided her first notice to the LWDA of her intent to seek PAGA penalties.

2.3. On December 14, 2021, Plaintiff Saldana commenced the *Saldana* Action by filing a class action complaint against Defendants.

2.4. On December 29, 2021, Plaintiff Saldana filed a First Amended Complaint alleging a cause of action for civil penalties under PAGA based on alleged violations for (1) failure to pay wages for all hours worked, including regular and overtime hours, in violation of California Labor Code sections 223, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198; (2) failure to provide compliant meal and rest periods in violation of California Labor Code sections 218.5, 226.7, 512, 1198; (3) failure to provide reimbursement for all necessary business expenses in violation of California Labor Code section 2802; (4) failure to provide accurate wage statements in violation of California Labor Code section 226(a); (5) failure to maintain requisite payroll records in violation of California Labor Code section 1174(d); (6) failure to pay all earned wages timely and upon discharge in violation of California Labor Code sections 201-204 and 210; and (7) engaged in unfair business practices in violation of California Business & Professions Code section 17200.

2.5. On January 9, 2023, Plaintiff Gomez provided written notice to the LWDA of his intent to seek PAGA penalties.

2.6. On July 12, 2023, Saldana amended her November 9, 2021 LWDA notice to include allegations involving Ahmone Bryant and Susan Rodgers.

2.7. On November 7, 2024, the Parties participated in an all-day mediation presided over by mediator Dave Carothers which led to this Agreement to settle the Actions.

2.8. Prior to mediation, PAGA Counsel obtained, through informal discovery, statistical data, including records of Defendants' employees, which consisted of clock-in and clock-out times, times taken for meal periods, wages earned during the relevant pay periods, written policies and procedures on meal periods, rest periods, overtime compensation, and reimbursement for business expenses, and the number of pay periods and PAGA Members. PAGA Counsel has represented that the investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.9. On July 30, 2025, Plaintiffs Saldana and Bryant filed an amended notice to the LWDA to add all alleged labor code violations that were not included in the prior PAGA Notices but are part of the "Released PAGA Claims" set forth below, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12. Provided that the LWDA does not provide the Parties with notice of its intent to investigate, which is an express condition precedent to this agreement, Plaintiffs Bryant and Rodgers shall

amend the First Amended Complaint in the Action (*Ahmone Bryant, et al. v. Brinker Restaurant Corporation, et al*., San Francisco Superior Court Case No. CGC-23-608589) to add claims consistent with the scope of the amended PAGA notice ("Operative Complaint"). For purposes of this Agreement, "Operative Complaint" means the amended complaint filed in the Action that adds claims consistent with the amended PAGA notice submitted on July 30, 2025. Should the LWDA choose to respond, the Parties shall reengage settlement discussions in conjunction with the mediator or another neutral should Dave Carothers be unavailable.

2.10. The Parties agree that this Agreement will resolve the claims asserted in both Actions, as well as the alleged violations submitted in each PAGA Notice.

2.11. Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.

3. **MONETARY TERMS**.

3.1. Gross Settlement Amount. Defendants promise to pay One Million Six Hundred Forty-Seven Thousand Five Hundred Dollars and No Cents ($1,647,500), except as provided in Paragraph 8, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Settlement, which is currently estimated to be

$549,166.67, and PAGA Counsel Litigation Expenses Payment of not more than $150,000.00, as supported by declaration. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed $75,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $75,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and PAGA Members: The entire Net Settlement Amount will be allocated to PAGA Penalties, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of

PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4. To Plaintiffs: In consideration for Plaintiffs service as PAGA Representatives in connection with the Action, including (without limitation) their significant efforts to assist counsel in investigating and prosecuting the claims, communications with counsel, review of pleadings and settlement documents, participation in the settlement process and mediation, their full-day depositions (for Hale and Gomez), and their agreement to take on the added time, inconvenience, and responsibilities that come with serving as representative plaintiffs, Plaintiffs shall each receive a PAGA Representative Enhancement Payment of not more than $2,500.

3.2.5. Defendants will not oppose Plaintiffs' requests for a PAGA Representative Enhancement Payment that does not exceed the amount stated above. If the Court approves PAGA Representative Enhancement Payments less than the amount requested or does not approve the requested PAGA Representative Enhancement Payments, the Administrator will retain the remainder in the Net Settlement Amount. The PAGA Representative Enhancement Payments are not a material term of this Agreement and if the Court approves PAGA Representative Enhancement Payments less than the amount requested or does not approve the requested PAGA Representative Enhancement Payments, it shall not result in the Agreement being void. The

Administrator will pay the requested PAGA Representative Enhancement Payments using IRS Form 1099.

4. **SETTLEMENT FUNDING AND PAYMENTS**.

4.1. PAGA Member Data. Within ten (10) calendar days after the Effective Date, Defendants will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.2. Funding of Gross Settlement Amount. Within ten (10) calendar days after the Administrator receives the PAGA Member Data described in Paragraph 4.1, the Administrator will provide Defendants a final accounting of the funds necessary to fully fund the Gross Settlement Amount (the "Final Accounting"). Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within twenty-one (21) calendar days after Defendants receive the Final Accounting. In no event shall the Administrator provide the Final Accounting later than twenty-one (21) calendar days after the Effective Date, absent written agreement of the Parties or Court order.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail to

each PAGA Member a letter, mutually agreed upon by the Parties, describing the Settlement and the PAGA Member's Individual PAGA Payment (the "PAGA Letter"), together with the Individual PAGA Payment check. Within the same fourteen (14) day period, the Administrator will remit the LWDA PAGA Payment to the LWDA and will issue checks for the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payments, in each case in the amounts approved by the Court. The Administrator will not disburse the PAGA Counsel Litigation Expenses Payment before the Administrator disburses the Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Member via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided. Checks for the Individual PAGA Payments will become void 180 days after mailing. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3. The Administrator shall provide bi-weekly reports to PAGA Counsel and Defense Counsel detailing the status of check distributions, including the total number of checks issued, cashed, and outstanding. The Administrator shall also include in its reports proof of re-mailing for all returned checks and a summary of any additional efforts made to locate PAGA Members.

4.3.4. Second Attempt for Uncashed Checks. For any PAGA Member whose Individual PAGA Payment check remains uncashed ninety (90) calendar days after the date of mailing, the Administrator shall take a second attempt to facilitate payment as follows: (a) the Administrator shall update the PAGA Member's address using the National Change of Address Database; (b) if the Administrator identifies an updated address, the Administrator shall place a stop payment on the original check and shall issue and mail a replacement check to the updated address; (c) if the Administrator does not identify an updated address, the Administrator shall mail a reminder notice to the PAGA Member at the last known address advising that the check remains outstanding, stating the void date, and providing instructions for requesting a replacement check; and (d) if the reminder notice is returned as undeliverable without a USPS forwarding address, the Administrator shall conduct a PAGA Member Address Search and shall re-mail the reminder notice (and, if requested by the PAGA Member, a replacement check) to any address identified through that search. Any replacement check issued under this § 4.3.4 will become void one hundred eighty (180) days after the date of mailing of the replacement check.

4.3.5. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund.

4.3.6. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs Saldana, Bryant, Rodgers, Hale and Gomez, as proxies for the State of California, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Release by Plaintiffs, PAGA Members, and the LWDA: As of the date Defendants fully fund the Gross Settlement Amount, all Plaintiffs, PAGA Members, and the LWDA and State of California are deemed to release, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices, during the PAGA Period, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12. The State of California may not pursue the same PAGA claims in any representative capacity (including by and through alleged aggrieved employees) that are being released herein in another action.

5.2. Release by PAGA Counsel: PAGA Counsel, on behalf of themselves and their present and former attorneys, employees, agents, successors, and assigns, release

the Released Parties from any and all claims for attorneys' fees, costs, or expenses incurred in connection with the Action, the Operative Complaint, and the PAGA Notices, except for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, in each case only to the extent approved by the Court and payable under this Agreement. Nothing in this Paragraph releases, limits, or waives PAGA Counsel's right to seek Court approval of, receive, or enforce payment of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment, or to enforce this Agreement and any Approval Order or Judgment entered in connection with the Settlement.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

6.1. Plaintiff's Responsibilities. Within 30 calendar days after the Parties execute this Agreement, PAGA Counsel shall prepare and send to Defendants' Counsel a motion for approval of this Agreement ("Motion") pursuant to California Labor Code § 2699(s)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable. Defendants shall have 5 days to review the Motion and make any revisions. The Parties agree to meet and confer in good faith about the Motion before Plaintiffs file the Motion. Defendants shall not oppose such a motion provided that it is consistent with the terms of this Agreement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION**.

7.1. Selection of Administrator. The Parties have jointly selected CPT GROUP to serve as the Administrator and verified that, as a condition of appointment, CPT GROUP agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their 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. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities, if required.

7.3. 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.

7.4. Administrator Duties. The Administrator will perform or observe all tasks assigned to the Administrator under this Agreement. Without limiting the foregoing, within ten (10) calendar days after the Effective Date, Defendants will provide to the Administrator the PAGA Member Data in Microsoft Excel format. The Administrator will update addresses using the National Change of Address database before mailing any PAGA Letters or Individual PAGA Payment checks. The timing and procedures for mailing the PAGA Letter and Individual PAGA Payments, re-mailing and address searches, replacement checks, bi-weekly reporting, check voiding, and escheatment are governed by § 4.3 and §§ 4.3.1-4.3.5.

7.5. No Right to Object or Request Exclusion. The Parties agree that there is no statutory right for any PAGA Member to object to, opt out of, or otherwise exclude himself or herself from the Settlement.

8. **PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE**. Based on its records, Defendant**s** estimate that there are approximately 28,533 PAGA Members who

worked approximately 694,859 pay periods from September 14, 2020, through October 16, 2024. Plaintiffs have relied upon this material representation in entering into this Agreement. Should the actual number of pay periods worked from September 14, 2020 through the date of Court Approval of the Settlement increase more than 10% over the 694,859 represented pay periods (764,345 pay periods), Defendants can elect to do one of the following: (1) extend the PAGA Period to the date of Court Approval of the Settlement by agreeing to increase the Gross Settlement Amount on a pro rata basis as to the additional pay periods included within the PAGA Period above the 10% mark of 764,345 pay periods, or (2) elect to conclude the PAGA Period as of the date that the total pay periods are equal to or less than 694,859 pay periods. Defendants shall communicate its election no later than the date of the hearing for Settlement Approval. For the avoidance of doubt, any increase to the Gross Settlement Amount caused by this Paragraph shall apply to PAGA Counsel's fees such that they shall be equal to one-third (1/3) of the amount of the escalated Gross Settlement Amount.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally

resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **NOTICE OF SETTLEMENT TO LWDA**. Plaintiffs and PAGA Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (s), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

11. **ADDITIONAL PROVISIONS**.

11.1. No Admission of Liability 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Actions and Plaintiffs reserve the right to contest Defendants' 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. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents

reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

11.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit PAGA Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) in court filings, including in their respective firm resumes, and/or (ii) in all necessary motions and supporting memoranda related to approval of the Settlement, or any filings with the LWDA. This provision also does not limit PAGA Counsel from complying with ethical obligations or responding to inquiries from PAGA Members. Following Entry of Judgment, Plaintiffs and PAGA Counsel shall not issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, and shall not post any information on their respective websites or in other advertising that identifies the Actions or Settlement in any matter that identifies Defendants.

Nothing in this agreement prevents PAGA Representatives from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that PAGA Representatives have reason to believe is unlawful. Further, nothing precludes PAGA Representatives from exercising their rights under Section 7 of the NLRA or under similar state law to engage in protected, concerted activity with other employees, including discussing compensation or terms and conditions of employment.

11.12. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Member Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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SETAREH LAW GROUP
shaun@setarehlaw.com
9665 Wilshire Boulevard, Suite 430
Beverly Hills, California 90212
Tel: (310) 888-7771
Fax: (310) 888-0109

11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to seek Court approval of the settlement and to effectuate the terms of this Agreement. The Parties further stipulate, pursuant to CCP § 583.330(a), that the time within which the Actions must be brought to trial under CCP § 583.310 will be extended for the entire period beginning on execution of this Agreement and continuing through the Court's approval of the settlement and completion of all settlement administration and performance required by this Agreement, including any period during which the Actions are stayed for those purposes.

11.18. Enforcement Action. If one or more of the Parties institute any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement action or proceeding, including any appeal.

11.19. Continuing Jurisdiction. The Parties stipulate and jointly request that, pursuant to CCP § 664.6, the Court retain jurisdiction over the Parties and the Settlement to enforce this Agreement until full performance of all obligations under this Agreement is completed.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES BEGIN ON FOLLOWING PAGE

READ CAREFULLY BEFORE SIGNING

Dated: 09 / 08 / 2026

Plaintiff Veronica Saldana

Dated: _____

Plaintiff Susan Rodgers

Dated: 09 / 03 / 2026

Plaintiff Ahmone Bryant

Dated: _____

Plaintiff Amanda Hale

Dated: _____

Plaintiff Jesus Gomez

Dated: April 13, 2026

Daniel Fuller, Senior Vice President and Chief Legal Officer on Behalf of and as an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____

Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: September 4, 2026

Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____

Elliot J. Siegel

Doc ID: 3cee34ceb5cb1a9be8dbe3d02a8e5058e88b77ac

Dated: _____

Plaintiff Veronica Saldana

Dated: 04 / 20 / 2026

Plaintiff Susan Rodgers

Dated: _____

Plaintiff Ahmone Bryant

Dated: _____

Plaintiff Amanda Hale

Dated: _____

Plaintiff Jesus Gomez

Dated: April 13, 2026

Daniel Fuller, Senior Vice President and Chief Legal Officer on Behalf of and as an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____

Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____

Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____

Elliot J. Siegel

Doc ID: e0cb0c467c8ffd8308fb98fd9782e5d9317f8d54

Dated: _____ _____
Plaintiff Veronica Saldana

Dated: _____ _____
Plaintiff Susan Rodgers

Dated: _____ _____
Plaintiff Ahmone Bryant

Dated: Apr 9, 2026 Amanda Hale (Apr 9, 2026 12:44:24 PDT)
Plaintiff Amanda Hale

Dated: _____ _____
Plaintiff Jesus Gomez

Dated: _____ _____
Christopher Green, Vice President, Assistant General Counsel, on Behalf of and an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____ _____
Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____ _____
Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____ _____
Elliot J. Siegel

Dated: _____ _____
Plaintiff Veronica Saldana

Dated: _____ _____
Plaintiff Susan Rodgers

Dated: _____ _____
Plaintiff Ahmone Bryant

Dated: _____ _____
Plaintiff Amanda Hale

Dated: Apr 7, 2026 Jesus Gomez
Jesus Gomez (Apr 7, 2026 16:20:32 PDT)
Plaintiff Jesus Gomez

Dated: _____ _____
Christopher Green, Vice President, Assistant General Counsel, on Behalf of and an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: _____ _____
Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____ _____
Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____ _____
Elliot J. Siegel

Dated: _____

Plaintiff Veronica Saldana

Dated: _____

Plaintiff Susan Rodgers

Dated: _____

Plaintiff Ahmone Bryant

Dated: _____

Plaintiff Amanda Hale

Dated: _____

Plaintiff Jesus Gomez

Dated: April 13, 2026

Daniel Fuller, Senior Vice President and Chief Legal Officer on Behalf of and as an Authorized Representative of Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

APPROVED AS TO FORM:

JACKSON LEWIS, P.C.

Dated: 9/01/2026

Kevin Reese
Karin Cogbill

THE OTTINGER FIRM, P.C.

Dated: _____

Robert W. Ottinger

KING & SIEGEL LLP

Dated: _____

Elliot J. Siegel

HAINES LAW GROUP, APC

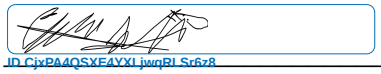
Dated: 9/9/2026



Paul K. Haines

SETAREH LAW GROUP

Dated: 9/3/2026



Shaun Setareh

4896-3109-4423, v. 1

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT AND ENCLOSED PAYMENT

Ahmone Bryant and Susan Rodgers v. Brinker Restaurant Corporation, et al.
San Francisco Superior Court
Case No. CGC-23-608589

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. WHY YOU ARE RECEIVING THIS NOTICE

The Superior Court of California, County of San Francisco approved a PAGA Settlement Agreement in the above-captioned action on [APPROVAL DATE]. Plaintiffs Veronica Saldana, Ahmone Bryant, Susan Rodgers, Amanda Hale, and Jesus Gomez brought these actions on behalf of the State of California and aggrieved employees. Defendants are Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.

You are receiving this notice because Defendants' records show that you are a "PAGA Member," meaning you worked for Defendants in California as a non-exempt employee at some time during the PAGA Period, which is September 14, 2020 through [PAGA PERIOD END DATE].

This notice explains the settlement, your enclosed Individual PAGA Payment, and the effect of the release.

II. THE SETTLEMENT

The settlement resolves representative claims for civil penalties under the Private Attorneys General Act ("PAGA") based on allegations that Defendants failed to pay for all hours worked, failed to pay all wages due, failed to pay premiums due, failed to provide compliant meal periods and rest periods, failed to reimburse necessary business expenses, failed to provide accurate wage statements, failed to maintain required payroll records, failed to timely pay wages and final wages, and otherwise failed to comply with the California Labor Code and Wage Order requirements described in the settlement papers.

Defendants deny all liability and deny that they violated the law. The Court did not decide the merits of the claims.

The Gross Settlement Amount is $[FINAL GROSS SETTLEMENT AMOUNT]. After deducting the amounts approved by the Court for attorneys' fees, litigation expenses, representative enhancement payments, and settlement administration expenses, the remaining amount is allocated entirely to PAGA civil penalties. 75% of the PAGA penalties is paid to the California Labor and Workforce Development Agency, and 25% is paid to PAGA Members.

The 25% share for PAGA Members shall be distributed on a proportional basis, based on the number of pay periods worked by each PAGA Member during the PAGA Period.

You do not need to submit a claim form. Your payment is enclosed with this notice.

III. HOW YOUR PAYMENT WAS CALCULATED

Your Individual PAGA Payment was calculated based on the number of pay periods you worked during the PAGA Period compared to the total number of pay periods worked by all PAGA Members during the PAGA Period.

According to Defendants' records:

Your PAGA Pay Periods: [**THIS EMPLOYEE'S PAGA PAY PERIODS**]
Total PAGA Pay Periods for all PAGA Members: [**TOTAL PAGA PAY PERIODS**]
Your Individual PAGA Payment: $[**THIS EMPLOYEE'S INDIVIDUAL PAGA PAYMENT**]
Average Individual PAGA Payment: $[**AVERAGE INDIVIDUAL PAGA PAYMENT**]

For tax purposes, your Individual PAGA Payment is treated as a civil penalty, not wages. It will be reported on IRS Form 1099. Neither Plaintiffs, Defendants, nor their attorneys are providing tax advice.

IV. EFFECT OF THE SETTLEMENT

As of the date Defendants fully fund the Gross Settlement Amount, Plaintiffs, all PAGA Members, and the State of California and the LWDA release Defendants and the other Released Parties identified in the Settlement Agreement from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices, during the PAGA Period.

This release includes PAGA civil-penalty claims based on alleged failures to pay for all hours worked, pay all wages due, pay premiums due, provide compliant meal periods and rest periods, reimburse reasonable business expenses, provide accurate wage statements, maintain requisite payroll records, and timely pay wages and final wages, including related claims under Labor Code §§ 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174, and Industrial Welfare Commission Wage Order No. 5-2001 §§ 3, 4, 5, 7, 11, and 12, but only to the extent those PAGA claims were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices during the PAGA Period.

This release covers only PAGA civil-penalty claims. It does not release any individual claims you may have for wages, damages, restitution, or other personal relief.

Under the Settlement Agreement, PAGA Members do not have the right to opt out of, exclude themselves from, or object to the settlement.

V. CASHING YOUR CHECK

Your enclosed check is void 180 days after the date it was mailed. Please cash or deposit it promptly.

If your check remains uncashed 90 days after mailing, the Settlement Administrator will update your address using the National Change of Address Database. If an updated address is identified, the

Administrator will stop payment on your original check and mail a replacement check to that address. Otherwise, the Administrator will mail a reminder notice stating the void date and explaining how to request a replacement check. If the reminder is returned without a forwarding address, the Administrator will search for an updated address and re-mail the reminder and any requested replacement check to an address identified through that search. A replacement check issued through this process will become void 180 days after the replacement check is mailed.

If your check is lost or misplaced, contact the Settlement Administrator immediately to request a replacement check before the void date.

If your check remains uncashed and is cancelled after the void date, the funds will be transmitted to the California Unclaimed Property Fund in your name.

VI. QUESTIONS

If you have questions, need to update your address, or need a replacement check, please contact the Court-approved Settlement Administrator.

CPT GROUP
[**ADDRESS**]
[**PHONE**]
[**EMAIL**]
[**WEBSITE**]

AVISO DE ACUERDO DE CONCILIACIÓN CONFORME A LA PAGA Y PAGO ADJUNTO

Ahmone Bryant and Susan Rodgers v. Brinker Restaurant Corporation, et al.
Tribunal Superior de San Francisco
Caso núm. CGC-23-608589

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. POR QUÉ RECIBE ESTE AVISO

El Tribunal Superior de California, Condado de San Francisco, aprobó un Acuerdo de Conciliación conforme a la PAGA en el caso indicado arriba el [APPROVAL DATE]. Los Demandantes Veronica Saldana, Ahmone Bryant, Susan Rodgers, Amanda Hale y Jesus Gomez presentaron estas acciones en representación del Estado de California y de los empleados afectados. Los Demandados son Brinker Restaurant Corporation, Brinker International, Inc. y Brinker International Payroll Company, L.P.

Usted recibe este aviso porque los registros de los Demandados indican que usted es un "Miembro de la PAGA", lo que significa que trabajó para los Demandados en California como empleado no exento en algún momento durante el Período de la PAGA, comprendido entre el 14 de septiembre de 2020 y el [PAGA PERIOD END DATE].

Este aviso explica el acuerdo, su Pago Individual de la PAGA adjunto y el efecto de la liberación de reclamaciones.

II. EL ACUERDO

El acuerdo resuelve reclamaciones representativas por sanciones civiles conforme a la Ley de Procuradores Generales Privados (Private Attorneys General Act, "PAGA"), basadas en alegaciones de que los Demandados no pagaron todas las horas trabajadas, no pagaron todos los salarios adeudados, no efectuaron los pagos adicionales adeudados, no proporcionaron períodos de comida y de descanso conformes a la ley, no reembolsaron los gastos de trabajo necesarios, no proporcionaron comprobantes de pago de salarios exactos, no mantuvieron los registros de nómina exigidos, no pagaron oportunamente los salarios y los salarios finales, y de otras maneras incumplieron los requisitos del Código Laboral de California y de la Orden Salarial descritos en los documentos del acuerdo.

Los Demandados niegan toda responsabilidad y niegan haber infringido la ley. El Tribunal no se pronunció sobre el fondo de las reclamaciones.

El Monto Bruto del Acuerdo es de $[FINAL GROSS SETTLEMENT AMOUNT]. Después de deducir los montos aprobados por el Tribunal para honorarios de abogados, gastos del litigio, pagos adicionales a los representantes y gastos de administración del acuerdo, el monto restante se destina íntegramente a sanciones civiles conforme a la PAGA. El 75% de las sanciones conforme a la PAGA se paga a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (LWDA, por sus siglas en inglés), y el 25% se paga a los Miembros de la PAGA.

La porción del 25% destinada a los Miembros de la PAGA se distribuirá proporcionalmente, según el número de períodos de pago trabajados por cada Miembro de la PAGA durante el Período de la PAGA.

Usted no necesita presentar un formulario de reclamación. Su pago se adjunta a este aviso.

III. CÓMO SE CALCULÓ SU PAGO

Su Pago Individual de la PAGA se calculó según el número de períodos de pago que usted trabajó durante el Período de la PAGA, en comparación con el número total de períodos de pago trabajados por todos los Miembros de la PAGA durante el Período de la PAGA.

Según los registros de los Demandados:

Sus Períodos de Pago de la PAGA: [THIS EMPLOYEE'S PAGA PAY PERIODS]

Total de Períodos de Pago de la PAGA de todos los Miembros de la PAGA: [TOTAL PAGA PAY PERIODS]

Su Pago Individual de la PAGA: $[THIS EMPLOYEE'S INDIVIDUAL PAGA PAYMENT]

Pago Individual Promedio de la PAGA: $[AVERAGE INDIVIDUAL PAGA PAYMENT]

Para efectos fiscales, su Pago Individual de la PAGA se considera una sanción civil, no salario. Se declarará en el Formulario 1099 del Servicio de Impuestos Internos (IRS). Ni los Demandantes, ni los Demandados, ni sus abogados están proporcionando asesoramiento fiscal.

IV. EFECTO DEL ACUERDO

A partir de la fecha en que los Demandados aporten la totalidad del Monto Bruto del Acuerdo, los Demandantes, todos los Miembros de la PAGA, el Estado de California y la LWDA liberan a los Demandados y a las demás Partes Liberadas identificadas en el Acuerdo de Conciliación de todas las reclamaciones por sanciones civiles conforme a la PAGA que se hayan formulado, o que razonablemente se hubieran podido formular, sobre la base de los hechos y las alegaciones de la Demanda Vigente y las Notificaciones de la PAGA, durante el Período de la PAGA.

Esta liberación incluye reclamaciones por sanciones civiles conforme a la PAGA basadas en supuestos incumplimientos de las obligaciones de pagar todas las horas trabajadas, pagar todos los salarios adeudados, efectuar los pagos adicionales adeudados, proporcionar períodos de comida y de descanso conformes a la ley, reembolsar los gastos de trabajo razonables, proporcionar comprobantes de pago de salarios exactos, mantener los registros de nómina exigidos y pagar oportunamente los salarios y los salarios finales, incluidas las reclamaciones relacionadas conforme al Código Laboral §§ 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174, y la Orden Salarial núm. 5-2001 de la Comisión de Bienestar Industrial §§ 3, 4, 5, 7, 11 y 12, pero únicamente en la medida en que dichas reclamaciones conforme a la PAGA se hayan formulado, o razonablemente se hubieran podido formular, sobre la base de los hechos y las alegaciones de la Demanda Vigente y las Notificaciones de la PAGA durante el Período de la PAGA.

Esta liberación comprende únicamente reclamaciones por sanciones civiles conforme a la PAGA. No comprende ninguna reclamación individual que usted pueda tener por salarios, daños y perjuicios, restitución u otras medidas de reparación individual.

Conforme al Acuerdo de Conciliación, los Miembros de la PAGA no tienen derecho a optar por no participar en el acuerdo, excluirse de él ni presentar objeciones al acuerdo.

V. CÓMO COBRAR SU CHEQUE

Su cheque adjunto quedará sin validez 180 días después de la fecha en que fue enviado por correo. Por favor, cóbrelo o deposítelo cuanto antes.

Si su cheque sigue sin cobrarse 90 días después de su envío por correo, el Administrador del Acuerdo actualizará su dirección utilizando la Base de Datos Nacional de Cambios de Dirección (National Change of Address Database). Si se identifica una dirección actualizada, el Administrador suspenderá el pago de su cheque original y enviará por correo un cheque de reemplazo a esa dirección. De lo contrario, el Administrador enviará por correo un aviso recordatorio que indicará la fecha de vencimiento del cheque y explicará cómo solicitar un cheque de reemplazo. Si el aviso recordatorio es devuelto sin una dirección de reenvío, el Administrador buscará una dirección actualizada y volverá a enviar por correo el aviso recordatorio y cualquier cheque de reemplazo solicitado a una dirección identificada mediante dicha búsqueda. Todo cheque de reemplazo emitido mediante este procedimiento quedará sin validez 180 días después de la fecha en que se envíe por correo el cheque de reemplazo.

Si su cheque se pierde o se extravía, comuníquese inmediatamente con el Administrador del Acuerdo para solicitar un cheque de reemplazo antes de la fecha de vencimiento.

Si su cheque sigue sin cobrarse y es cancelado después de la fecha de vencimiento, los fondos se transferirán a su nombre al Fondo de Bienes No Reclamados de California.

VI. PREGUNTAS

Si tiene preguntas, necesita actualizar su dirección o necesita un cheque de reemplazo, comuníquese con el Administrador del Acuerdo aprobado por el Tribunal.

CPT GROUP
[ADDRESS]
[PHONE]
[EMAIL]
[WEBSITE]

EXHIBIT 3

SLG | SETAREH LAW GROUP

9665 WILSHIRE BOULEVARD
SUITE 430
BEVERLY HILLS, CA 90212
TEL: (310) 888-7771
FAX: (310) 888-0109

WWW.SETAREHLAW.COM

September 8, 2021

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

BRINKER INTERNATIONAL, INC.
c/o THE PRENTICE-HALL CORPORATION SYSTEM, INC.
251 LITTLE FALLS DRIVE
WILMINGTON, DELAWARE 19808

BY CERTIFIED MAIL

BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.
c/o CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DELAWARE 19808

BY CERTIFIED MAIL

BRINKER RESTAURANT CORPORATION
c/o CORPORATION SERVICE COMPANY
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: Amanda Hale v. Brinker International Inc., et al.

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), Amanda Hale ("Hale") hereby provides notice on behalf of himself and on behalf of all similarly situated current and former employees in California (the "aggrieved employees") who were employed by BRINKER INTERNATIONAL, INC. and/or BRINKER INTERNATIONAL PAYROLL COMPANY, L.P. and/or BRINKER RESTAURANT CORPORATION and/or any staffing agencies and/or any other third parties (collectively referred to as "Defendants") who worked in hourly, non-exempt positions for alleged violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1199 and 2802.

Hale is an individual who was employed by Defendants in an hourly, non-exempt employee position at all times during the applicable statutory period. At all relevant times, Defendants employed persons, conducted business in, and engaged in illegal labor and payroll practices and

policies in California.

Hale and aggrieved employees are "employees" within the meaning of Section 2 of the applicable Industrial Welfare Commission Wage Order (the "Wage Order") and "aggrieved employees" within the meaning of Labor Code section 2699(c). At all relevant times, Hale and aggrieved employees have been non-exempt employees entitled to the full protections of both the Labor Code and the Wage Order. The Labor Code violations contained herein are systematic, continuous, present, and will likely continue into the future.

As set forth below, Defendants failed to comply with the Labor Code sections as described herein below. Accordingly, Hale now seeks civil penalties for Defendants' alleged violations of the Labor Code.

FAILURE TO PROVIDE MEAL PERIODS
(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

Labor Code section 204 provides that all wages (except as provided under Labor Code sections 201, 201.3, 202, 204.1 and 204.2) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states:

> Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the Wage Order states:

> "Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 1198 states:

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and that standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 512 states:

> An employer may not employ an employee for a work period of more than five

> hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Section 11 of the Wage Order states:

> (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relived of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
>
> (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
>
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Defendants' written policies failed to advise Hale and the aggrieved employees of their legal rights to take meal periods in accordance with California law. Specifically, Defendants have a policy and/or practice of requiring Hale and the aggrieved employees to take their meal periods after the fifth hour of work during busy shifts. Additionally, Hale and the aggrieved employees routinely clocked out for their meal period, quickly ate their food, and then clocked in to continue performing their duties as their worksites were understaffed. Hale and the aggrieved employees did not take their meal period until more than 6 hours into their shift to accommodate the large amount of patrons in the restaurant during busy hours. If Hale knew that the shift was going to be a busy one, she would purposefully eat before the shift knowing that there would be absolutely no available time during the first five hours with which to clock out and eat. Additionally, the aggrieved employees were required to clock out for meal periods even though they continued to perform work with the full knowledge of their supervisors. Accordingly, Hale and the aggrieved employees were not provided with legally mandated uninterrupted meal periods of at least thirty minutes pursuant to California law.

In addition, Hale and the aggrieved employees did not execute valid on-duty meal period waivers that complied with California law. Therefore, Hale and the aggrieved employees were not provided with an uninterrupted, duty-free meal period of at least thirty minutes.

Defendants also failed to advise Hale and the aggrieved employees of their legal right to take a second meal period when they worked shifts of ten hours or more.

In addition, at time when Hale and the aggrieved employees were not timely provided with a meal period, Defendants failed to pay them legally required premium wages. These failures result, in part, from policies and practices that lack adequate safeguards to ensure that employees are relieved of all duty for meal periods and are paid additional wages when meal periods are not provided.

Hale and the aggrieved employees were not subject to valid on-duty meal period agreements with Defendants. California law requires that meal period waivers be documented in a written agreement that is voluntarily signed by both the employee and employer. The written agreement must state that the employee may, in writing, revoke the agreement at any time. (8 Cal. Code Regs. § 11040). Hale and the aggrieved employees did not execute lawful meal period waivers in accordance with California law.

Accordingly, Hale now seeks civil penalties for these Labor Code violations that Defendants have committed against him and aggrieved employees as follows:

(1) For all initial violation of Labor Code section 204, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 210);

(2) For all subsequent violation of Labor Code section 204, $200 for each aggrieved

employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 210);

(3) For all initial violations of Labor Code section 223, that are deemed to be neither willful nor intentional, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 225.5);

(4) For all initial violation of Labor Code section 223 that are deemed to be either willful or intentional, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

(5) For all subsequent violations of Labor Code section 223, regardless of whether the initial violation of Labor Code section 223 is deemed to be either willful or intentional, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

(6) For all initial violations of Labor Code sections 226.7 and 1198, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(7) For all subsequent violations of Labor Code sections 226.7 and 1198, $200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(8) For all initial violations of Labor Code section 512, $50 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(1));

(9) For all subsequent violations of Labor Code section 512, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(2)).

FAILURE TO PROVIDE REST BREAKS
(Lab. Code §§ 204, 223, 226.7 and 1198)

Labor Code section 204 provides that all wages (except as provided for under Labor Code sections 201 and 202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states:

> Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the applicable Wage Order states:

> "'Hours worked' means the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 1198 states:

> The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Section 12 of the applicable Wage Order states:

> (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
>
> (B) If an employer fails to provide an employee a rest period in accordance with the applicable provision of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

In addition, Labor Code section 226.7 states:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
>
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the

> Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Defendants' written policies failed to advise Hale and the aggrieved employees of their legal right to take rest breaks in accordance with California law. Specifically, Defendants did not adequately staff their workplace so that on almost all occasions the aggrieved employees could not take their rest breaks because they were required to continuously work to accommodate Defendants' demands. Hale and the aggrieved employees were only able to take rest breaks of one (1) to five (5) minutes, and were systematically denied their rest breaks. Additionally, when Hale and the aggrieved employees were able to take a shortened rest break, they frequently did so after the fourth hour of work because they were too busy to be relieved of their duties. Hale and aggrieved employees did not have their rest breaks scheduled and were required to be released by a manager. Due to the amount of work they had, Hale and the aggrieved employees were unable to find time with which they could rest, and were routinely interrupted after a few short minutes when they were able to take their rest break.

Accordingly, Hale and the aggrieved employees were not provided with legally mandated rest periods of at least ten minutes for every four hours worked or major fraction thereof.

As a result of these policies and practices, Defendants failed to provide Hale and the aggrieved employees with net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and have failed to pay them premium wages at their regular rates of pay on workdays they failed to provide them with required rest periods. Defendants' policies and practices lack adequate safeguards to ensure that employees are relieved of their duties for all required rest periods and are paid additional wages when rest periods are not provided.

Accordingly, Hale now seeks civil penalties for these Labor Code violations that Defendants have committed against him and aggrieved employees as follows:

(1) For all initial violation of Labor Code section 204, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 210);

(2) For all subsequent violation of Labor Code section 204, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 210);

(3) For all initial violations of Labor Code section 223, that are deemed to be neither willful nor intentional, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 225.5);

(4) For all initial violation of Labor Code section 223 that are deemed to be either willful or intentional, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

(5) For all subsequent violations of Labor Code section 223, regardless of whether he initial violation of Labor Code section 223 is deemed to be either willful or intentional, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

(6) For all initial violations of Labor Code sections 226.7 and 1198, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(7) For all subsequent violations of Labor Code sections 226.7 and 1198, $200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

FAILURE TO PAY HOURLY AND OVERTIME WAGES
(Lab. Code §§ 204, 223, 510, 1194, 1197 and 1198)

Labor Code section 204 provides that all wages (except as provided for under Labor Code sections 201 and 202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states:

> Where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the applicable Wage Order states:

> "Hours worked" means the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Section 4 of the applicable Wage Order states:

> (A) Every employer shall pay to each employee wages not less than the following:

(1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following:

(a) Twelve dollars ($12.00) per hour for all hours worked, effective January 1, 2019; and

(b) Thirteen dollars ($13.00) per hour for all hours worked, effective January 1, 2020;

(2) Any employer who employs 25 or fewer employees shall pay to each employee wages not less than the following:

(a) Eleven dollars ($11.00) per hour for all hours worked, effective January 1, 2019.

(b) Twelve dollars ($12.00) per hour for all hours worked, effective January 1, 2020.

(B) Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, place, commission, or otherwise.

Labor Code section 1194 states, in relevant part:

(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code section 1197 states, in relevant part:

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Labor Code section 1198 states, in relevant part:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Section 3 of the applicable Wage Order states, in relevant part:

> (A) Daily Overtime – General Provisions
>
> (1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:
>
> (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess o eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and
>
> (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.
>
> (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary."

In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 585 (2000).

Meal Periods

As a result of their failures to provide meal periods in accordance with California law and to accurately record the starting and stopping times of all work periods, Defendants failed to compensate the aggrieved employees with all hourly and overtime wages for time spent working

during unpaid meal periods.

At all relevant times during the applicable limitations period, Defendants maintained a policy or practice of requiring the aggrieved employees to clock out for their meal periods even though they continued to work off-the-clock.

"Off-the-Clock" Work

Hale and aggrieved employees would be required to perform off-the-clock work on multiple occasions after they had clocked out for their shift. For example, Hale and aggrieved employees would be directed by a manager to clock out before they hit overtime hours and then continue to close the store, clean, do their side duties, and/or serve patrons.

Defendants knew or should have known that Hale and aggrieved employees were not "on the clock" after they had clocked out and therefore should not have directed Plaintiff and the putative class to perform any additional work once they had clocked out.
Hale and aggrieved employees were not paid for all hours worked as they were required to clock out before finishing up their closing duties.

The time spent by Hale and aggrieved employees to perform his or her closing duties before they were permitted to leave the store could be anywhere from thirty (30) minutes to an hour—time which was unpaid by Defendants.

Regular Rate of Pay

The regular rate of pay under California law includes "all remuneration for employment paid to, on behalf of, the employee." DLSE Opinion Letter 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to, commissions and non-discretionary bonuses. *See, e.g., Huntington Memorial Hospital v. Superior Court*, 131 Cal. App. 4th 893, 904 (2005).

At all relevant times, Defendants violated the above-referenced Labor Code sections by failing to pay Hale and the aggrieved employees for all hours worked, including, but not limited to, overtime hours and/or meal and/or rest premiums. While employed by Defendants, Hale and the aggrieved employees bonuses in the form of gift cards for selling a certain amount of items and other remuneration, including non-discretionary bonuses and/or other applicable remuneration that must be included when calculated their regular rates of pay for purposes of overtime, meal premiums, and/or rest premiums. However, Defendants consistently failed to include all applicable forms of remuneration when calculating their regular rates of pay. As a result, any overtime wages, meal premiums, and/or rest premiums paid to Hale and the aggrieved employees were not paid at the regular rate of pay.

Accordingly, aggrieved employees now seek civil penalties for these Labor Code violations that Defendants have committed against him and aggrieved employees as follows:

(1) For all initial violation of Labor Code section 204, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 210);

(2) For all subsequent violation of Labor Code section 204, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 210);

(3) For all initial violations of Labor Code section 223, that are deemed to be neither willful nor intentional, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 225.5);

(4) For all initial violation of Labor Code section 223 that are deemed to be either willful or intentional, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

(5) For all subsequent violations of Labor Code section 223, regardless of whether he initial violation of Labor Code section 223 is deemed to be either willful or intentional, $200 for each aggrieved employee, plus 25% of the amount unlawfully withheld from each aggrieved employee, per pay period for each violation (penalties set by Labor Code section 225.5);

(6) For all initial violations of Labor Code section 510, $50 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(1));

(7) For all subsequent violations of Labor Code section 510, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 558(a)(2));

(8) For all initial violations of Labor Code sections 1194 and 1198, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(9) For all subsequent violations of Labor Code sections 1194 and 1198, $200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(10) For all initial violations of Labor Code section 1197 deemed to be intentional, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 1197.1(a)(1));

(11) For all subsequent violations of Labor Code section 1197, regardless of whether the initial violation is deemed to be intentional, $250 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 1197.1(a)(2)).

FAILURE TO REIMBURSE FOR EXPENSES
(Lab. Code § 2802)

Labor Code section 2802(a) states:

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

At all relevant times during the applicable limitations period, Defendants required Hale and the aggrieved employees to incur expenses which Defendants failed and/or refused to reimburse them for including, but not limited to, requiring Hale and aggrieved employees purchase their black polo shirt from Defendants and also a phone application to check their schedules. Additionally, Hale and aggrieved employees were required to transport goods on occasion in their personal vehicles and were not reimbursed.

Accordingly, Hale now seeks civil penalties for these Labor Code violations that Defendants committed against him and aggrieved employees as follows:

(1) For all initial violations of Labor Code section 2802, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(2) For all subsequent violations of Labor Code section 2802, $200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS
(Lab. Code § 226)

Labor Code section 226(a) states, in pertinent part:

(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided

> in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, "copy" includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

At all relevant times during the applicable limitations period, Defendants failed to provide accurate itemized wage statements that shows:

(1) gross wages earned;

(2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

(4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

(5) net wages earned;

(6) the inclusive dates of the period for which the employee is paid;

(7) the name of the employee and only the last four digits of his or her social security

number or an employee identification number other than a social security number;

(8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer;

(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

By failing to accurately record all hours worked, including "off-the-clock" work described above, by failing to pay employees meal period and rest break premiums in accordance with California law, and by failing to reimburse employees for all necessary business expenses, Defendants have failed to provide Hale and the aggrieved employees with written wage statements that comply with the requirements of Labor Code section 226(a). The wage statements of Hale and the aggrieved employees have not accurately reflected their applicable rates of pay, hours worked, and the amounts of their gross and net wages.

Accordingly, Hale now seeks civil penalties for Defendants' violations of the Labor Code as follows:

(1) For all violations of Labor Code section 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code section 2699.3 results in an initial citation or its equivalent, $250 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 226.3);

(2) For all violations of Labor Code section 226(a) if a civil action filed in accordance with the procedures set forth in Labor Code section 2699.3 results in a subsequent citation or its equivalent, $1000 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 226.3).

LATE OR PARTIAL PAYMENT OF FINALWAGES FOLLOWING SEPARATION
(Lab. Code §§ 201, 202 and 203)

Labor Code section 201 requires an employer to pay all earned and unpaid wages to a discharged employee immediately at the time of discharge.

Labor Code section 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving at least seventy-two hours' notice at the time of quitting.

Labor Code section 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving less than seventy-two hours noticed within seventy-two hours of giving notice of quitting.

Labor Code section 203 provides that an employee's wages shall continue as a penalty from when they first became due at the same rate until paid for up to thirty days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code sections 201 or 202.

By failing to timely furnish Hale and the aggrieved employees with any final paycheck and/or with final paychecks that include all earned and unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, and/or premium wages, Defendants have violated Labor Code sections 201 and/or 202.

Accordingly, Hale now seeks civil penalties for Defendants' violations of the Labor Code as follows:

(1) For all initial violations of Labor Code sections 201, 202 and 203, $100 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2));

(2) For all subsequent violations of Labor Code sections 201, 202 and 203, $200 for each aggrieved employee per pay period for each violation (penalties set by Labor Code section 2699(f)(2)).

VIOLATIONS OF LABOR CODE SECTION 256

Hale is an individual who was employed by Defendants in a non-exempt, hourly position within the past year. At all relevant times, Defendants employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

Pursuant to Labor Code section 256, the Labor Commissioner shall impose a civil penalty in an amount not exceeding thirty days' pay as waiting time under the terms of Section 203. Defendants willfully failed to timely furnish Hale and aggrieved employees with any final paycheck timely and/or with final paychecks that include all earned and unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, and/or premium wages.

Accordingly, Hale now seeks to recover the wages and penalties provided in Labor Code section 256 on behalf of himself and the aggrieved employees.

VIOLATIONS OF LABOR CODE SCTION 558

Hale is an individual who was employed by Defendants in a non-exempt, hourly position within the past year. At all relevant times, Defendants employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

Pursuant to Labor Code section 558, any person acting on behalf of an employer who violates or

causes to be violated a provision of the Labor Code regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to civil penalties and be ordered to pay all unpaid wages. Defendants failed to provide Hale and the aggrieved employees meal and/or rest breaks, minimum and overtime wages, and other Labor Code violations.

Accordingly, Hale now seeks to recover the wages and penalties provided in Labor Code section 558 on behalf of himself and the aggrieved employees.

VIOLATIONS OF LABOR CODE SECTION 1199

Labor Code section 1199 states:

> Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100) or by imprisonment for not less than 30 days, or by both, who does any of the following:
>
> (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
>
> (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
>
> (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

By failing to timely furnish Hale and aggrieved employees with unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, and/or premium wages at the regular rate of pay, Defendants criminal conduct has violated Labor Code section 1199.

Accordingly, for all violations of Labor Code section 1199, Defendants are liable for a misdemeanor and are punishable by a fine of $100 or by imprisonment for not less than thirty days or by both.

CONCLUSION

As noted above, this letter constitutes the required notice under the Private Attorneys General Act of 2004 (Lab. Code §§ 2698 *et seq.*). Insofar as this letter is directed to Defendants, please be advised that Hale will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the Labor and Workforce Development Agency decline to pursue this matter.

Very truly yours,

SETAREH LAW GROUP

Shaun Setareh, Esq.

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November 9, 2021

Via Online Submission: www.dir.ca.gov
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Via U.S. Certified Mail
Brinker Restaurant Corporation
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Via U.S. Certified Mail
Brinker International, Inc.
c/o Prentice Hall Corporation System
211 E. 7th Street, Suite 620
Austin, TX, 78701

Via U.S. Certified Mail
Brinker International Payroll Company, L.P.
c/o Corporation Service Company
211 E. 7th Street, Suite 620
Austin, TX, 78701

Re: PAGA Notice Pursuant to California Labor Code § 2699
Veronica Saldana, et al. / Brinker Restaurant Corporation, Brinker International, Inc. and Brinker International Payroll Company, L.P.

To Whom It May Concern:

We represent the aggrieved employee, Veronica Saldana, with respect to her wage and hour claims against Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. ("Brinker") that operate Chili's Grill & Bar restaurants throughout California. Brinker Restaurant Corporation is a Virginia corporation registered under the laws of the State of California with the principal place of business located at 3000 Olympus Blvd. Dallas, TX 75019.

Ms. Saldana was employed by Brinker as a Server at the Manteca Chili's Grill & Bar ("Chili's") restaurant, located at 2262 Daniels Street, Manteca, CA 95337, from approximately April 24, 2017 to November 25, 2020. Based on the information provided to us by Ms. Saldana, we believe that Chili's has intentionally and willfully deprived her and all other similarly situated employees working for Chili's of the protections of California's laws.

Specifically, Ms. Saldana alleges that Chili's violated numerous California wage and hour laws, including but not limited to failing to provide her with meal and rest periods and failing to provide premium pay for work performed during the meal and rest periods. Chili's poor scheduling practices required Ms. Saldana to solely manage numerous tables without any support for her customers, making it impossible to take a meal and/or rest period

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 et eq., on behalf of Ms. Saldena and similarly situated employees of Chili's in the State of California. Ms. Saldena alleges that Chili's violated provisions of the California Labor Code, including but not limited to: §§ 203, 226, 226.7, 512, 1194, 1194.2, 1198, and 17200 *et seq*. and provisions of the applicable Wage Order.

Based on the foregoing, Ms. Saldena intends to file a civil action to pursue claims against Chili's and to seek PAGA remedies for these violations on behalf of herself and all other employees subjected to Chili's illegal policies and practices. We respectfully request that the Labor & Workforce Development Agency ("LWDA") notify us if it intends to investigate the above allegations pursuant to PAGA.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if we become aware of additional compensation or penalties owed to Ms. Saldena and/or other aggrieved employees through further review, discovery, and/or expert review, we reserve the right to revise these facts and/or add any new claims by filing an amended PAGA notice.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Robert Ottinger
The Ottinger Firm, P.C.

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

January 9, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Jesus Gomez v. Brinker Restaurant Corporation, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jesus Gomez in claims arising from his employment with Brinker Restaurant Corporation, Brinker International, Inc., Brinker International Payroll Company, L.P., and Does 1 through 100 ("Defendants"). Mr. Gomez is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 ("any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.") (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, "aggrieved employees" includes all of Defendants' non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a chain of Chili's restaurants, with locations in Carson, California and the rest of California. Mr. Gomez has been employed by Defendants as a non-exempt employee from approximately February 2005 to the present. Mr. Gomez's job duties consisted of preparing and cooking food for guests as well as cleaning grills and other equipment.

During Mr. Gomez's employment with Defendants, Defendants failed to provide Mr. Gomez and other aggrieved employees with timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Defendants regularly understaffed its restaurants and required Mr. Gomez and other aggrieved employees to remain on-duty throughout the workday. As a result of Defendants' policies/practices, Defendants failed to provide Mr. Gomez and other aggrieved employees timely duty-free meal periods. In addition, Defendants failed to provide Mr. Gomez and other aggrieved employees with a second meal period for shifts exceeding 10 hours. Defendants also failed

to provide Mr. Gomez and other aggrieved employees with an additional hour of premium pay for each instance in which a violation occurred as required by Labor Code § 226.7.

Mr. Gomez and other aggrieved employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Defendants' chronic understaffing of its restaurants which required Mr. Gomez and other aggrieved employees to work through rest periods to meet the demands of the restaurant. Defendants also failed to provide Mr. Gomez and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7

As a result of Defendants' failure to pay all meal and rest period premium wages, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Gomez and other aggrieved employees. As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Gomez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Mr. Gomez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). On information and belief, Defendants failed to provide Mr. Gomez and other aggrieved employees with an additional hour of premium pay for each instance in which a violation occurred and/or did not pay such a premium at the correct rate of pay.

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Mr. Gomez and similarly aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Mr. Gomez and similarly aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Gomez and other aggrieved employees with complete and

accurate wage statements with respect to (but not limited to) gross wages earned and net wages earned in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Mr. Gomez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Mr. Gomez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Gomez's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all meal periods as required by law and failing to pay meal period premiums in all occasions to Mr. Gomez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

b. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Gomez and similarly aggrieved employees to take all of their statutorily mandated, duty-free rest periods and failing to pay rest period premiums to Mr. Gomez and similarly aggrieved employees at these employees' respective regular rates of pay for rest period violations;

c. Defendants violated Labor Code § 226 by failing to furnish Mr. Gomez and other aggrieved employees with accurate and compliant itemized wage statements;

d. Defendants violated Labor Code § 204 by failing to pay Mr. Gomez and other aggrieved employees and aggrieved employees all wages earned at least twice during each calendar month; and

e. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Gomez and aggrieved employees.

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Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Andrew J. Rowbotham

cc:

Brinker Restaurant Corporation c/o Corporation Service Company which will do business in California as CSC- Lawyers Incorporating Service, agent for service of process (via certified mail)

Brinker International Payroll Company, L.P. c/o Corporation Service Company (via certified mail)

Brinker International, Inc. c/o The Prentice-Hall Corporation Systems, Inc. (via certified mail)

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PRODUCED DATE: 01/10/2023

HAINES LAW GROUP:

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9214 8901 9403 8300 5640 75

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SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 01/09/2023

ORIGINAL INTENDED RECIPIENT:

BRINKER RESTAURANT CORPORATION
C/O: CSC LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO CA 95833-3502

JR

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PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 01/10/2023

HAINES LAW GROUP:

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Our records indicate that this item was accepted by the USPS at:

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ORIGINAL INTENDED RECIPIENT:

BRINKER INTERNATIONAL PAYROLL COMPANY L P
C/O: CORPORATION SERVICE COMPANY
251 LITTLE FALLS DR
WILMINGTON DE 19808-1674

JR

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PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 01/10/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8300 5641 67

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 01/09/2023

ORIGINAL INTENDED RECIPIENT:

BRINKER INTERNATIONAL INC
C/O: THE PRENTICE-HALL CORPORATION SYSTEM INC
251 LITTLE FALLS DR
WILMINGTON DE 19808-1674

JR

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Mailer: Haines Law Group

Date Produced: 01/16/2023

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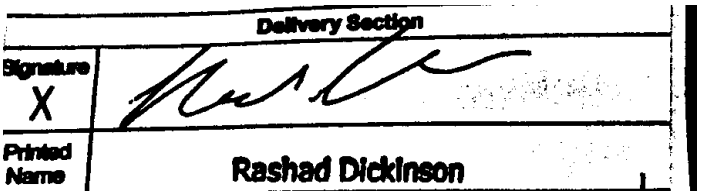
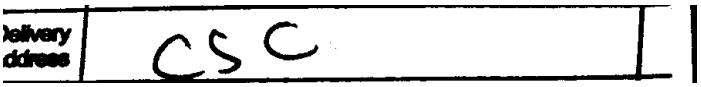
The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 5641 67. Our records indicate that this item was delivered on 01/12/2023 at 11:12 a.m. in WILMINGTON, DE 19808. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

BRINKER INTERNATIONAL INC
C/O: THE PRENTICE-HALL CORPORATION SYSTEM INC
251 LITTLE FALLS DR
WILMINGTON DE 19808-1674

Customer Reference Number: C3911477.23299455

Return Reference Number JR

UNITED STATES POSTAL SERVICE

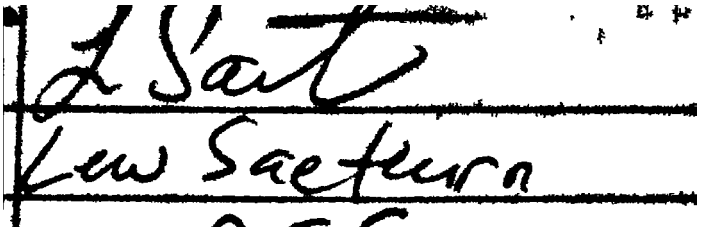
Mailer: Haines Law Group

Date Produced: 01/16/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 5640 75. Our records indicate that this item was delivered on 01/12/2023 at 10:45 a.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :
(Authorized Agent)



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Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
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The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

BRINKER RESTAURANT CORPORATION
C/O: CSC LAWYERS INCORPORATING SERVICE
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C3911477.23299454

Return Reference Number JR

SETAREH LAW GROUP

Wage-and-Hour and Consumer Class Actions and Complex Litigation

Shaun Setareh
Thomas Segal
William M. Pao
David Keledjian
Jose Maria D. Patino, Jr.
Farrah Grant
Nolan E. Dilts
Maxim Gorbunov
Tyson J. Gibb
David Arakelyan

SHAUN SETAREH
Principal
shaun@setarehlaw.com

January 17, 2023

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.
c/o CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DELAWARE 19808

BY CERTIFIED MAIL

BRINKER INTERNATIONAL, INC.
c/o THE PRENTICE-HALL CORPORATION SYSTEM, INC.
251 LITTLE FALLS DRIVE
WILMINGTON, DELAWARE 19808

BY CERTIFIED MAIL

BRINKER RESTAURANT CORPORATION
c/o CORPORATION SERVICE COMPANY
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

BY CERTIFIED MAIL

Kevin D. Reese (State Bar No. 172992)
Marina I. Garcia (State Bar No. 320507)
Robert Yang (State Bar No. 312964)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, California 94111-4615

Re: Amanda Hale v. Brinker International Inc., et al.
LWDA Case No: LWDA-CM-843845-21

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), Amanda Hale ("Hale") and Danielle Brewer ("Brewer") hereby provide an amended notice on behalf of themselves and on behalf of all similarly situated current and former employees in California (the "aggrieved employees") who were employed by BRINKER INTERNATIONAL, INC. and/or BRINKER INTERNATIONAL PAYROLL COMPANY, L.P. and/or BRINKER RESTAURANT CORPORATION and/or any staffing agencies and/or any other third parties (collectively referred to as

7022 2410 0003 2784 7386

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Total Postage and Fees $ 8.30

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Sent To Brinker International Payroll Company, L.P.
c/o Corporation Service Company
Street and Apt. No., or PO Box No. 251 Little Falls Drive
City, State, ZIP+4® Wilmington, Delaware 19808

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 1.05

Total Postage and Fees $ 8.30

Postmark Here

Sent To Brinker Restaurant Corporation
c/o Corporation Service Company
Street and Apt. No., or PO Box No. 2710 Gateway Oaks Drive, Suite 150N
City, State, ZIP+4® Sacramento, California 95833

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- ☐ Adult Signature Restricted Delivery $

Postage $ 1.05

Total Postage and Fees $ 8.30

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c/o The Prentice-Hall Corporation System, Inc.
Street and Apt. No., or PO Box No. 251 Little Falls Drive
City, State, ZIP+4® Wilmington, Delaware 19808

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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- ☐ Return Receipt (hardcopy) $ 3.25
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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $ 1.05

Total Postage and Fees $ 8.30

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Sent To Jackson Lewis P.C (c/o Kevin D. Reese Robert Yang Marina I. Garcia)
Street and Apt. No., or PO Box No. 50 California Street, 9th Floor
City, State, ZIP+4® San Francisco, California 94111-4615

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

OTTINGER
EMPLOYMENT LAWYERS

Robert W. Ottinger
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robert@ottingerlaw.com

79 Madison Avenue
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(347) 492-1904

535 Mission Street
14th Floor
San Francisco, CA 94105
(415) 262-0096

OTTINGERLAW.COM

July 12, 2023

Via Online Submission: www.dir.ca.gov
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Via Electronic Mail
Paige T. Bennett
Kayla Lucia
Jackson Lewis P.C.
160 W. Santa Clara, Suite 400
San Jose, CA 95113
Email: paige.bennett@jacksonlewis.com
Email: kayla.lucia@jacksonlewis.com

Re: PAGA Notice Pursuant to California Labor Code § 2699
Veronica Saldana, et al. / Brinker Restaurant Corporation, Brinker International, Inc. and Brinker International Payroll Company, L.P.

To Whom It May Concern:

We, together with King & Siegel, LLP, represent aggrieved employees, Veronica Saldana, Ahmone Bryant and Susan Rodgers ("Aggreived Parties") with respect to their wage and hour claims against Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. ("Brinker") that operate Chili's Grill & Bar restaurants throughout California. Brinker Restaurant Corporation is a Virginia corporation registered under the laws of the State of California with the principal place of business located at 3000 Olympus Blvd. Dallas, TX 75019.

This notice shall hereby amend the PAGA notice filed with the LWDA on behalf of Ms. Saldana on November 9, 2021.

Ms. Saldana was employed by Brinker as a Server at the Manteca Chili's Grill & Bar ("Chili's") restaurant, located at 2262 Daniels Street, Manteca, CA 95337, from approximately April 24, 2017, to November 25, 2020. Based on the information provided to us by Ms. Saldana,

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we believe that Chili's has intentionally and willfully deprived her and all other similarly situated employees working for Chili's of the protections of California's laws.

Specifically, Ms. Saldana alleges that Chili's violated numerous California wage and hour laws, including but not limited to failing to provide her with meal and rest periods and failing to provide premium pay for work performed during the meal and rest periods. Chili's poor scheduling practices required Ms. Saldana to solely manage numerous tables without any support for her customers, making it impossible to take a meal and/or rest period.

Ms. Bryant was employed by Brinker as a Server at the Carson Chili's restaurant located at 20760 Avalon Blvd., Carson, CA 90746, from approximately January 30, 2023, to May of 2023. Based on the information provided to us by Ms. Bryant, we believe Chili's has intentionally and willfully deprived her and all other similarly situated employees working for Chili's of the protections of California laws.

Specifically, Ms. Bryant alleges that Chili's violated numerous California wage and hour laws, including but not limited to failing to provide her with meal and rest periods and failing to provide premium pay for work performed during the meal and rest periods.

Ms. Rodgers was employed by Brinker as a To Go Specialist from July 2022 to January 2023 at one of Brinker's Chili's restaurants located in Concord, California. Based on the information provided to us by Ms. Rodgers, we believe Chili's has intentionally and willfully deprived her and all other similarly situated employees working for Chili's of the protections of California laws.

Specifically, Ms. Rodgers alleges that Chili's violated numerous California wage and hour laws, including but not limited to failing to provide her with meal and rest periods and failing to provide premium pay for work performed during the meal and rest periods, as well as failing to provide accurate wage stubs or pay all wages upon separation in light of the unpaid premium pay.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 et eq., on the ("Aggrieved Parties")and similarly situated employees of Chili's in the State of California. The Aggrieved Parties allege that Chili's violated provisions of the California Labor Code, including but not limited to: §§ 203, 226, 226.7, 512, 1194, 1194.2, 1198, and 17200 *et seq*. and provisions of the applicable Wage Order.

Based on the foregoing, the Aggrieved Parties intend to amend the operative complaint for the matter titled *Saldana v. Brinker Restaurant Corporation, et al*., San Francisco Superior Court, Case No. CGC-21-597124, to add Ms. Bryant and Ms. Rodgers as named-plaintiffs and to pursue claims against Chili's and to seek PAGA remedies for these violations on behalf of themselves and all other employees subjected to Chili's illegal policies and practices. We respectfully request that the Labor & Workforce Development Agency ("LWDA") notify us if it intends to investigate the above allegations pursuant to PAGA.

The facts and claims contained herein are based on the limited information available at the time of this writing. Therefore, if we become aware of additional compensation or penalties

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owed to the Aggrieved Parties and/or other aggrieved employees through further review, discovery, and/or expert review, we reserve the right to revise these facts and/or add any new claims by filing an amended PAGA notice.

Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact our office.

Sincerely,

The Ottinger Firm, P.C.



Robert Ottinger
Paraskevi Batsikas

Atttorneys for Veronica Saladana and Ahmone Bryant

OTTINGER
EMPLOYMENT LAWYERS

Robert W. Ottinger
Direct: (917) 566-2037
robert@ottingerlaw.com

418 Broadway
Suite N
Albany, NY 12207
(347) 492-1904

2108 N Street
Suite N
Sacramento, CA 95816
(415) 262-0096

July 30, 2025

Via Online Submission: www.dir.ca.gov
California Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Via Electronic Mail
Kevin Reese
Mia Farber
Karen Cogbill
Andrew Mailhot
Jackson Lewis P.C.
160 W. Santa Clara, Suite 400
San Jose, CA 95113
Email: kevin.reese@jacksonlewis.com
Email: mia.farber@jacksonlewis.com
Email: karin.cogbill@jacksonlewis.com
Email: andrew.mailhot@jacksonlewis.com

Re: Second Amended PAGA Notice Pursuant to California Labor Code § 2699 Veronica Saldana, et al. / Brinker Restaurant Corporation, Brinker International, Inc. and Brinker International Payroll Company, L.P.

To Whom It May Concern:

We represent aggrieved employees Veronica Saldana and Ahmone Bryant ("Aggrieved Parties") with respect to their wage and hour claims against Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. ("Brinker") that operate Chili's Grill & Bar restaurants throughout California. Brinker Restaurant Corporation is a Virginia corporation registered under the laws of the State of California with the principal place of business located at 3000 Olympus Blvd. Dallas, TX 75019.

This notice shall hereby amend the PAGA notice filed with the LWDA on behalf of Ms. Saldana on November 9, 2021 and the PAGA notice filed with the LWDA on behalf of Ms. Saldana, Ms. Bryant and fellow former Brinker employee Susan Rodgers on July 12, 2023.

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Ms. Saldana was employed by Brinker as a Server at the Manteca Chili's Grill & Bar ("Chili's") restaurant, located at 2262 Daniels Street, Manteca, CA 95337, from approximately April 24, 2017, to November 25, 2020. Based on the information provided to us by Ms. Saldana, we believe that Chili's has intentionally and willfully deprived her and all other similarly situated employees working for Chili's of the protections of California's laws.

Specifically, Ms. Saldana alleges that Chili's violated numerous California wage and hour laws, including but not limited to failing to provide her with meal and rest periods and failing to provide premium pay for work performed during the meal and rest periods. Chili's poor scheduling practices required Ms. Saldana to solely manage numerous tables without any support for her customers, making it impossible to take a meal and/or rest period.

Ms. Bryant was employed by Brinker as a Server at the Carson Chili's restaurant located at 20760 Avalon Blvd., Carson, CA 90746, from approximately January 30, 2023, to May of 2023. Based on the information provided to us by Ms. Bryant, we believe Chili's has intentionally and willfully deprived her and all other similarly situated employees working for Chili's of the protections of California laws.

Specifically, Ms. Bryant alleges that Chili's violated numerous California wage and hour laws, including but not limited to failing to provide her with meal and rest periods and failing to provide premium pay for work performed during the meal and rest periods.

During their employment Ms. Bryant and Ms. Saldana incurred necessary business-related expenses and costs that were not reimbursed by Brinker for including but not limited to purchase of clothing or shoes and use of cell phone for work-related purposes.

This letter serves as notice of our intent to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 et eq., on the Aggrieved Parties and similarly situated employees of Chili's in the State of California. The Aggrieved Parties allege that Chili's violated provisions of the California Labor Code, including but not limited to: §§ 201-204, 210, 223, 246, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198 and 2802, and Welfare Commission Wage Order No.5-2001, sections 3, 4, 5, 7, 11, and 12.

Based on the foregoing, the Aggrieved Parties intend to amend the operative complaint for the matter titled *Saldana v. Brinker Restaurant Corporation, et al*., San Francisco Superior Court, Case No. CGC-21-597124 to add Ahmone Bryant as a named-plaintiff. We respectfully request that the Labor & Workforce Development Agency ("LWDA") notify us if it intends to investigate the above allegations pursuant to PAGA.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if we become aware of additional compensation or penalties owed to the Aggrieved Parties and/or other aggrieved employees through further review, discovery, and/or expert review, we reserve the right to revise these facts and/or add any new claims by filing an amended PAGA notice.

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Thank you for your attention to this matter. Please direct all communications and correspondence to our office going forward. If you have any questions, please do not hesitate to contact our office.

Sincerely,

The Ottinger Firm, P.C.

Katherine Roussos

Katherine Roussos
Attorney for Veronica Saladana and Ahmone Bryant

EXHIBIT 4

Robert W. Ottinger (SBN 156825)
Lauren Reznick (SBN 310665)
THE OTTINGER FIRM, P.C.
535 Mission Street
San Francisco, CA 94105
robert@ottingerlaw.com
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Elliot J. Siegel (Bar No. 286798)
elliot@kingsiegel.com
KING & SIEGEL LLP
724 S. Spring Street, Ste. 201
Los Angeles, California 90014
tel: (213) 465-4802
fax: (213) 465-4803
Attorneys for Plaintiffs

[Additional counsel listed on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

AHMONE BRYANT; SUSAN RODGERS; VERONICA SALDANA; AMANDA HALE; and JESUS GOMEZ, individually and on behalf of all others similarly situated,

Plaintiffs,

vs.

BRINKER RESTAURANT CORPORATION; BRINKER INTERNATIONAL, INC. and BRINKER INTERNATIONAL PAYROLL COMPANY, L.P.,

Defendants.

Case No.: CGC-23-608589

FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT;

1. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") §§ 2698 *et seq.*

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
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Shaun Setareh (SBN 204514)
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SETAREH LAW GROUP
9665 Wilshire Boulevard, Suite 430
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Tel: (310) 888-7771
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Attorneys for Plaintiffs

INTRODUCTION

1. This is a representative action brought by Plaintiffs Ahmone Bryant, Susan Rodgers, Veronica Saldana, Amanda Hale, and Jesus Gomez ("Plaintiffs") on their own behalf and on behalf of a proposed representative class in California under California's Private Attorneys General Act ("PAGA"), Labor Code §§ 2698 et seq. ("Representative Class"). Plaintiffs and Representative Class Members are or were employed by Defendants Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P. (collectively, "Defendants"). Defendants operate Chili's Grill & Bar restaurants throughout California. Plaintiffs and the Representative Class are or were non-exempt or hourly employees in California, including servers, bartenders, and To Go Specialists ("Non-Exempt Employees").

2. Defendants failed to pay Plaintiffs and other Non-Exempt Employees all wages owed for all hours worked, including regular and overtime hours and premium wages. Defendants also failed to provide compliant meal periods and rest periods, failed to reimburse necessary business expenses, failed to provide accurate wage statements, failed to maintain required payroll records, and failed to timely pay all wages, including final wages. Plaintiffs bring this action to recover civil penalties under PAGA for these and other violations of the Labor Code and applicable Industrial Welfare Commission Wage Order No. 5-2001.

JURISDICTION AND VENUE

3. Jurisdiction is proper under California Code of Civil Procedure § 410.10. Plaintiffs bring this action on their own behalf and on behalf of all persons within the proposed Representative Class as defined herein. Defendants transact business, and/or have an agent or agents within the County of San Francisco or otherwise are found within the County of San Francisco, and Defendants are within the jurisdiction of this Court for purposes of service of process.

4. Venue is proper in this Court under Code of Civil Procedure § 395(a) and § 395.5 because Defendants employ individuals in this County and Defendants' liability arose, in part, in this County, and Defendants continue to conduct business in this County.

PARTIES

5. Defendants are engaged in the food and service industry and operate in the State of California, including within this County.

6. Plaintiffs are informed and believe, and on that basis allege, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, representative, partner, and/or joint venturer of the remaining Defendants, and each acted within the course and scope of that relationship. Plaintiffs further allege that each Defendant consented to, ratified, and authorized the acts of the other Defendants alleged herein.

7. Plaintiff Ahmone Bryant at all times relevant hereto was a resident of the State of California, and currently resides in Carson, California. Bryant is a former non-exempt server who worked for Defendants at a Chili's restaurant in California from approximately January 30, 2023 through approximately May 2023.

8. Plaintiff Susan Rodgers at all times relevant hereto was a resident of the State of California, and currently resides in Concord, California. Rodgers worked for Defendants as a non-exempt To Go Specialist at a Chili's restaurant in California from approximately July 2022 to approximately January 2023.

9. Plaintiff Veronica Saldana at all times relevant hereto was a resident of the State of California, and currently resides in Modesto, California. Saldana worked for Defendants as a non-exempt server from April 24, 2017 to November 25, 2020, including at the Manteca Chili's Grill & Bar restaurant located at 2262 Daniels Street, Manteca, CA 95337.

10. Plaintiff Amanda Hale at all times relevant hereto was a resident of the State of California. Hale worked for Defendants as a non-exempt front of house server at a Chili's restaurant in Simi Valley, California, from approximately December 2005 to approximately March 2020.

11. Plaintiff Jesus Gomez at all times relevant hereto was a resident of the State of California. Gomez worked for Defendants as a non-exempt back of house cook at a Chili's restaurant in Carson, California, from approximately February 2005 to approximately February 2023.

COMMON FACT ALLEGATIONS

Regular Rate of Pay

12. Defendants provided Non-Exempt Employees additional remuneration, including non-discretionary bonuses, incentives, gift cards, shift differentials, and other premium pay.

13. Defendants failed to include all applicable remuneration when calculating the regular rate

of pay for overtime wages and for meal period and rest period premiums. As a result, any overtime wages or premiums paid were not paid at the correct regular rate of pay.

Unpaid Wages

14. Defendants maintained common, company-wide policies and/or practices that resulted in Plaintiffs and other Non-Exempt Employees not being paid for all hours worked to which they were entitled, including requiring or permitting employees to wait or perform tasks outside of their scheduled shifts without pay.

15. Defendants' timekeeping and/or payroll systems regularly resulted in Plaintiffs and other Non-Exempt Employees not being paid for all hours worked and/or all amounts earned, including, but not limited to, minimum wage, reporting time, meal period and rest period premiums, and final wages.

16. Defendants required Plaintiffs and other Non-Exempt Employees to perform work off the clock after they clocked out for their shifts, including closing duties, cleaning, side work, and serving customers.

17. Non-Exempt Employees clocked out before they reached overtime hours and then continue working. Non-Exempt Employees sometimes worked after clocking out, and Defendants did not pay them for that time.

Meal and Rest Periods

18. Defendants did not schedule meal periods or rest periods as part of work shifts, and Defendants restaurants on many occasions was insufficiently staffed to handle the volume of customers which impeded the ability of some Non-Exempt Employees to timely take uninterrupted code compliant meal and rest periods.

19. Defendants maintained a practice of requiring or permitting Non-Exempt Employees to take meal periods after the end of the fifth hour of work during busy shifts.

20. In practice, some Non-Exempt Employees were not permitted to take full rest periods. They often took shortened rest periods of one to five minutes, took rest periods late, or missed rest periods altogether. Defendants required employees to obtain manager approval or relief to take rest periods, and employees were frequently interrupted.

21. Defendants did not pay meal period and rest period premiums when required. When

premiums were paid, Defendants failed to calculate and pay them at the correct regular rate of pay by excluding applicable remuneration, including non-discretionary bonuses, incentives, and other premium pay.

22. In or around 2018, Defendants implemented an electronic prompt screen when employees logged in at the beginning of each shift. The screen asked whether the employee would waive a meal period for that shift. Defendants discouraged meal periods.

Unreimbursed Expenses

23. Defendants maintained common, company-wide policies and/or practices of failing to reimburse Plaintiffs and other Non-Exempt Employees for incurred business expenses in connection with their work, including, but not limited to, uniform garments and shoes.

24. Defendants required Non-Exempt Employees to purchase and maintain work-required uniforms and apparel, including polo shirts, and other work-required clothing and shoes. During her employment, Plaintiff Saldana incurred approximately $300.00 in work-required clothing expenses.

25. Defendants required Non-Exempt Employees to purchase and use a phone application to check their schedules and related work information.

26. Defendants required Non-Exempt Employees to transport goods on occasion in their personal vehicles without reimbursement.

Inaccurate Wage Statements

27. Defendants maintained common, company-wide policies and/or practices of failing to provide Plaintiffs and other Non-Exempt Employees with accurate, itemized wage statements as required by Labor Code § 226(a).

28. By failing to pay Plaintiffs and other Non-Exempt Employees for all hours worked, including premium wages as set forth above, Defendants furnished wage statements that did not accurately reflect, among other things, gross wages earned, net wages earned, total hours worked, and all applicable hourly rates and corresponding hours worked at each rate.

29. The inaccurate wage statements impeded Plaintiffs and other Non-Exempt Employees from promptly determining the wages owed and required them to undertake additional efforts to reconstruct time and pay records.

Paid Sick Leave

30. Defendants maintained policies and/or practices that failed to provide and/or record paid sick leave in compliance with Labor Code § 246 et seq., including failing to maintain accurate records concerning paid sick leave accrual and use.

Final Wages

31. Defendants maintained common, company-wide policies and/or practices of failing to pay Plaintiffs and former Non-Exempt Employees earned premium wages, minimum wages, and/or overtime wages, and therefore failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

STATEMENT OF LWDA NOTICE COMPLIANCE

32. Plaintiffs complied with the procedures for bringing suit specified in Labor Code § 2699.3. Plaintiff Hale provided written notice to the Labor and Workforce Development Agency ("LWDA") and to Defendants on September 8, 2021, and amended that notice on January 17, 2023. Plaintiff Saldana provided written notice to the LWDA and to Defendants on November 9, 2021, and amended her notice on July 12, 2023 to include allegations involving Plaintiffs Bryant and Rodgers. Plaintiff Gomez provided written notice to the LWDA and to Defendants on January 9, 2023. Plaintiffs also provided an amended written notice to the LWDA and to Defendants on July 30, 2025 identifying the Labor Code and Wage Order violations alleged in this action. The statutorily prescribed waiting period elapsed, and no notice of intent to investigate was received from the LWDA.

FIRST CAUSE OF ACTION

Violation of the Private Attorneys General Act ("PAGA"), Cal. Labor Code §§ 2698 *et seq.*

(On Behalf of the State of California, Plaintiffs, and the Representative Class)

33. Plaintiffs, on behalf of themselves, and all other current or former employees, re-allege and incorporate by reference all allegations previously made in each paragraph of this Complaint as though fully set forth herein.

34. The PAGA statute authorizes Plaintiffs to recover civil penalties that otherwise would have been "assessed and collected by the Labor and Workforce Development Agency" for violations of the Labor Code through a "civil action brought by an aggrieved employee on behalf of himself or herself and

other current or former employees." Cal. Lab. Code § 2699(a).

35. Plaintiffs are "aggrieved employees" under PAGA, as they were employed by Defendants during the applicable statutory period and suffered each of the wage and hour violations alleged herein. As such, Plaintiffs seek to recover, on behalf of themselves and all other current and former aggrieved Non-Exempt Employees, the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs. As set forth above, this includes seeking penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2810.5, and 2698 et seq., and for violations of Industrial Welfare Commission Wage Order No. 5-2001, including §§ 3, 4, 5, 7, 11, and 12.

36. Plaintiffs seek to recover the PAGA civil penalties through a representative action as permitted by PAGA and the California Supreme Court in Arias v. Superior Court (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims is not required, but Plaintiffs may choose to seek certification of the PAGA claims.

37. Under PAGA, Plaintiffs and the State of California are entitled to recover the maximum civil penalties permitted by law for the violations of the California Labor Code alleged herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and all similarly situated persons, pray for relief as follows:

1. A declaratory judgment that the actions, conduct, and practices of Defendants complained of herein are unlawful under the California Labor Code;

2. Designation of Plaintiffs as the Representatives of the Representative Class;

3. An award of civil penalties pursuant to PAGA, codified as Labor Code § 2698, *et seq*. and distributed in accordance with the Act;

4. Pre-judgment and post-judgment interest, as provided by law;

5. Attorneys' fees and costs of action incurred herein, including any expert fees; and

6. Such other injunctive and equitable relief as the Court may deem just and proper.

Dated: April 24, 2026

Respectfully submitted,

/s/ Lauren Reznick

Robert W. Ottinger, Esq
Lauren Reznick, Esq
THE OTTINGER FIRM, P.C.

/s/ Elliot Siegel

Elliot J. Siegel, Esq
KING and SIEGEL LLP
Attorneys for Plaintiffs and the Aggrieved Employees

/s/ Andrew Rowbotham

Andrew J. Rowbotham, Esq
HAINES LAW GROUP, APC
Attorneys for Plaintiffs and the AggrievedEmployees

/s/ Shaun Setareh

Shaun Setareh, Esq
SETAREH LAW GROUP
Attorneys for Plaintiffs and the AggrievedEmployees

PROOF OF SERVICE

STATE OF WASHINGTON, COUNTY OF CLARK:

I am a resident of the United States and employed in the County of Clark, State of Washington, over the age of 18 and not a party to the within action or proceedings; my business address is 2108 N Street, Suite N Sacramento, CA, 95816. On June 10, 2026, I served the following document(s) described as: **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT** on the interested parties and/or through their attorneys of record by depositing the original or true copy thereof as designated below, at Vancouver, Washington, addressed to the following as follows:

SEE SERVICE LIST BELOW

( ) **HAND DELIVERY/PERSONAL SERVICE (C.C.P. §§1011, et seq.):** I caused said document(s) to be personally served on the addressee listed above.

( ) **MAIL (C.C.P. §1013(a)):** I caused said document(s) to be deposited in the United States Mail in a sealed envelope with postage fully prepaid at Sacramento, California, following the ordinary practice at my place of business of collection and processing mail.

( ) **FACSIMILE (C.C.P. §§1012.5, et seq.):** I caused said document(s) to be transmitted to the party or parties listed above at the facsimile number listed above.

( ) **EXPRESS MAIL (C.C.P. §§1013(c)(d), et seq.):** I caused said document(s) to be deposited with an express service carrier in a sealed envelope designed by the carrier as an express mail envelope, with fees and postage prepaid.

(X) **ELECTRONIC MAIL (C.C.P §§1010.6(a)(6)):** I caused said document(s) to be mailed electronically to the party or parties listed above at the email address listed above.

(X) **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

( ) **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on June 10, 2026, at Vancouver, California.

Jacqueline Alarcon

Jacqueline Alarcon

SERVICE LIST

ELLIOT J. SIEGEL (SBN 286798) **KING & SIEGEL LLP** 724 S. Spring Street, Suite 201 Los Angeles, CA 90014 ***Attorneys for Plaintiffs***	elliot@kingsiegel.com
Kevin D. Reese (SBN 172992) Karin Cogbill (SBN 244606) Omar Mustafa (SBN 347008) **JACKSON LEWIS P.C.** 50 California Street, 9th Floor San Francisco, CA 94111 ***Attorneys for Defendants***	kevin.reese@jacksonlewis.com karin.cogbill@jacksonlewis.com omar.mustafa@jacksonlewis.com
Paul K. Haines (SBN 248226) Fletcher W. Schmidt (SBN 286462) Andrew J. Rowbotham (SBN 301367) **HAINES LAW GROUP, APC** 2155 Campus Drive, Suite 180 El Segundo, California 90245 ***Attorneys for Plaintiffs***	phaines@haineslawgroup.com fschmidt@haineslawgroup.com arowbotham@haineslawgroup.com
Shaun Setareh. Esq Eric Hanh, Esq **SETAREH LAW GROUP** 9665 Wilshire Boulevard, Suite 430 Beverly Hills, California 90212 Tel: (310) 888-7771 Fax: (310) 888-0109 ***Attorneys for Plaintiffs***	shaun@setarehlaw.com eric@setarehlaw.com

EXHIBIT 5

From: Reese, Kevin D. (San Francisco) <Kevin.Reese@jacksonlewis.com>
Sent: Thursday, August 27, 2026 11:23 AM
To: Andrew Rowbotham
Cc: Fletcher Schmidt; Paul Haines; Katherine Roussos
Subject: Brinker Approval - PAGA Escalator Clause
Attachments: 2026-04-01 Brinker.PAGA Settlement Agreement (FINAL) - Brinker Signed 041326 (005).pdf

Andrew,

Pursuant to Section 8 of the Settlement Agreement, Defendant is electing to extend the PAGA period to the date of Court Approval of the Settlement.

Kevin

Kevin D. Reese
Attorney at Law

Jackson Lewis P.C.
50 California Street 9th Floor
San Francisco, CA 94111
Direct: (415) 796-5487 | Main: (415) 394-9400
Kevin.Reese@jacksonlewis.com | www.jacksonlewis.com

From: Reese, Kevin D. (San Francisco) <Kevin.Reese@jacksonlewis.com>
Sent: Thursday, August 27, 2026 11:17 AM
To: Andrew Rowbotham <arowbotham@haineslawgroup.com>
Cc: Paul Haines <phaines@haineslawgroup.com>; Fletcher Schmidt <fschmidt@haineslawgroup.com>
Subject: RE: Brinker Approval - PAGA Escalator Clause

Andrew here are the numbers I have. Let me know what else you need:

1. Baseline Settlement Numbers
   - Gross Settlement Amount (GSA):
     $1,647,500
   - Represented pay periods:
     694,859
   - 10% buffer:
     69,486 pay periods
   - **Escalator trigger point:**
     764,345 pay periods

2. Pay Periods Analysis through Oct. 16, 2024
   - 694,859 pay periods over 49 months

Pay Periods: 694,859 between September 14, 2020- October 16, 2024
Pay period: **264,808** between October 17, 2024 and December 31, 2025.

Pay periods January 1, 2026 – July 13, 2026 – 107,067

Total Pay Periods from September 14, 2020-July 13, 2026 = 1,066,734

Total Estimated Pay periods through Preliminary approval (Oct. 15, 2026) = 1,113,854 (**includes estimated pay period from July 14, 2026 – October 15, 2026**)

3. Escalator Trigger Analysis

Estimated Pay periods above the 10% buffer = 349,509 pay periods subject to pro-rata settlement

Kevin D. Reese

Attorney at Law

Jackson Lewis P.C.

50 California Street 9th Floor

San Francisco, CA 94111

Direct: (415) 796-5487 | Main: (415) 394-9400

Kevin.Reese@jacksonlewis.com | www.jacksonlewis.com

EXHIBIT 6

JOINT PROSECUTION AND ATTORNEY CO-COUNSEL AGREEMENT

This Joint Prosecution and Co-Counsel Agreement (the "Agreement") is between The Ottinger Firm, P.C. ("Ottinger") and King & Siegel LLP ("King & Siegel") and sets forth the terms of the counsel relationship between the Firms in connection with litigation of the class and representative action lawsuits entitled *Bryant, et al., v. Brinker Restaurant Corp., et al*., pending in San Francisco County Superior Court, Case No. CGC-23-608589 and *Saldana, et al., v. Brinker Restaurant Corp.*, pending in San Francisco County Superior Court, Case No. CGC-21-597124 (the "Actions"). Ottinger and K&S are collectively referred to herein as "Attorneys.

1. Purpose of the Agreement - The purpose of this agreement is to establish the terms under which The Ottinger Firm and King & Siegel (the "Co-Counsel") will work together in litigating those PAGA wage and hour cases brought against any and all entities doing business as Brinker Restaurant Corporation; Brinker International, Inc. and Brinker International Payroll Company, L.P., and/or Chili's on behalf of Representative Plaintiffs Veronica Saldana, Ahmone Bryant, and Susan Rodgers, the State of California, and Aggrieved Employees (the "Case"). The goal of the Case will be to obtain damages/civil penalties for Plaintiffs and potential Aggrieved Employees (the "Clients").

2. Joint Management - Co-Counsel agree to associate to jointly manage and pursue the Litigation. Co-Counsel will obtain the written consent and approval of the Client in the Case to this Co-Counsel Agreement through a written disclosure under Professional Rule 1.5.1. All decisions concerning the division of work, strategy, tactics, and major substantive decisions will be made jointly by Attorneys. Attorneys agree to keep each other apprised of all developments in the Actions, including communication with the clients, the court, and opposing counsel. Attorneys agree to confer in good faith to divide work and assign responsibilities, as well as to resolve any disputes which may arise

3. Roles and Responsibilities - Following the execution of this Co-Counsel Agreement, Co-Counsel will maintain a co-leadership role with regard to litigation strategy for the Action. Co-Counsel anticipate they will maintain a co-leadership role with regard to all discovery efforts, including discovery requests, depositions, and document management; legal research and briefing; preparation of filings; and settlement discussions. The Firms each agree to devote attorney and staff resources to the litigation of this Case.

4. Costs and Expenses - Each Counsel shall absorb its internal "in-house" costs associated with litigating the Case, including but not limited to the following: telephone costs, in-house copying, salaries for their respective attorneys and staff, research, travel, and lodging. Other out-of-pocket litigation expenses such as depositions and court costs, using third-party services or specialists (such as court reporters, copying services, expert consultants and witnesses, jury consultants, and graphics services), and other expenses associated with the producing and running of Case will be apportioned 50% and 50% between the Firms.

5. Timekeeping - Each Counsel agrees to keep detailed, contemporaneous records of all billable time expended, including attorney, paralegal, and law and document clerk work, and all necessary costs, disbursements and expenses incurred in this case. Each Counsel will exchange copies of time and expense records no less frequently than on a quarterly basis for the quarter in which the time and/or expenses were expended or incurred.

6. Recovery of Expenses and Costs - Eligible Expenses means any out-of-pocket costs incurred by any Counsel in support of the Case since inception. Eligible Expenses shall be payable out of any recovery in the Case. Any attorneys' fees recovered, whether designated as, attributed to, or described as, attorneys' fees, costs, out-of-pocket expenses, or something else, shall be used first to repay the Counsel the amounts of any Eligible Expenses they have advanced in pursuing the Action.

7. Recovery of Attorneys' Fees - In the event that fees are obtained, in whole or in part, in the Case, in a lump sum amount without a breakdown as to each Counsel (e.g., by settlement, the Common Fund doctrine, court order, or other means), the lump sum amount and/or any other total fee award, including any multiplier (i.e., premium above the lodestar), shall be divided among the Co-Counsel as follows: 72.5% to Ottinger and 27.5% to King & Siegel, regardless of lodestar. This fee division applies to a fee award obtained in any of the Actions. Any subsequent fee-sharing agreements or fee awards to other lawyers or law firms shall proportionally dilute Attorneys' fee interest (i.e., on a pro rata basis).

The Co-Counsel shall be reimbursed out of the lump sum fee amount for any Eligible Expenses for which they have not otherwise been reimbursed.

The Co-Counsel shall presume that the division in the previous sentence represents an equitable, just, and accurate reflection of the Co-Counsel's contributions to the resolution of the Case and reflects the Co-Counsel's respective contributions to obtaining the lump sum fee amount.

Following either a settlement or a judgment, Attorneys will jointly bring a timely application for an award of attorneys' fees and costs in the court, arbitral forum, or other tribunal where the Actions are pending, and will not oppose, disparage, or otherwise undermine each other's portion of the application. Attorneys agree to direct Defendant or the Claims Administrator to pay the award of fees and costs in a manner that is consistent with this Agreement.

9. Malpractice and Disclosure - Each Counsel represents that it carries adequate malpractice coverage for the staff working on the Case. Each Counsel further represents that it has fully disclosed any circumstance (e.g. potential conflicts, pending bar complaints etc.) that might impair the ability of the Counsel, individually or collectively, to serve as counsel in the Case.

10. Dispute Resolution - In the event of a dispute arising from this agreement, the Co-Counsel shall attempt to resolve any and all disputes by mediation and/or arbitration. The Co-Counsel shall split evenly the cost of the mediator or arbitrator. If the dispute is resolved through mediation, each Counsel shall bear its own fees and costs. If this dispute proceeds to arbitration or court, the prevailing party shall be entitled to its fees and costs, including its portion of the cost of the arbitrator. This Agreement shall be interpreted and enforced according to the laws of California.

11. Additional Clients - Co-Counsel agree that no additional clients will be associated in this matter without consent of all Co-Counsel. Before being retained by any prospective clients, both the Clients and the prospective clients will sign conflict waivers.

12. Confidentiality - Co-Counsel understand that this Agreement is confidential attorney work product. Co-Counsel agree that none of the Co-Counsel will disclose or characterize the contents, terms or existence of this Agreement, or any other agreement between them, in except that this Agreement shall be admissible in any action for breach or enforcement of its terms.

13. Counterparts - This Agreement may be executed in any number of copies by the Co-Counsel in several counterparts, and when each party has signed at least one such counterpart, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement which shall be binding and effective as to all Co-Counsel.

14. Modification - Any oral representations or modifications of this Agreement shall be of no force or effect. This Agreement may only be modified by a subsequent agreement in writing executed by all Co-Counsel.

15. Media – No press releases shall issue without prior approval by all Counsel, not to be unreasonably withheld.

16. Binding Effect - This Agreement will be binding upon Co-Counsel, their affiliated attorneys and employees.

IT IS SO AGREED:

Dated: March 27, 2023

KING & SIEGEL LLP

By: Elliot Siegel

Elliot J. Siegel

Doc ID: e9e74d1b5fb4cc72e36a84ed308ad076ea2ba0e3

Dated: January 17, 2025

THE OTTINGER FIRM, P.C.

By: 

Robert Ottinger

CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND FEE SHARING AGREEMENT

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

California law allows attorneys who are referred clients by other attorneys to pay the referring attorney a portion of the fees paid by the client, provided that (1) the client agrees to the arrangement in writing, (2) the lawyers agree to the arrangement in writing, and (3) the total amount of the fee is not increased as a result of the arrangement. Cal. Rule of Prof. Conduct 1.5.1. I agree to this division and have been advised of this association between the Attorneys.

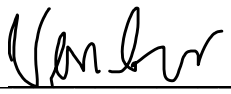
I have been advised in writing that The Ottinger Firm, P.C. and King & Siegel LLP have entered into a Joint Prosecution and Fee Sharing Agreement regarding the PAGA litigation against Brinker Restaurant Corporation; Brinker International, Inc. and Brinker International Payroll Company, L.P., and/or Chili's.

I have been advised in writing and understand that in the event of a global settlement or judgment in the Action any Court-approved award of fees and costs will be divided amongst the attorneys as set forth in the Agreement above.

I hereby acknowledge that I have been provided with a copy of the Agreement.

I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.



Veronica Saldana

_____

Ahmone Bryant

_____

Susan Rodgers

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_____

Veronica Saldana



_____

Ahmone Bryant

_____

Susan Rodgers

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I have been advised in writing and understand that in the event of a global settlement or judgment in the Action any Court-approved award of fees and costs will be divided amongst the attorneys as set forth in the Agreement above.

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I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

_____

Veronica Saldana

_____

Ahmone Bryant

01 / 17 / 2025

_____

Susan Rodgers

Doc ID: e9e74d1b5fb4cc72e36a84ed308ad076ea2ba0e3

EXHIBIT 7

ATTORNEY FEE DIVISION AGREEMENT AND CLIENT CONSENT THERETO PURSUANT TO CAL. RULE OF PROF. CONDUCT 1.5.1

1. Pursuant to California Rule of Professional Conduct 1.5.1, Setareh Law Group ("SLG"), Haines Law Group, APC ("HLG"), King & Siegel LLP ("KS"), and The Ottinger Firm, P.C. ("TOF") (collectively "the Firms") agree to divide any award of attorneys' fees recovered in connection with the resolution of the Private Attorneys General Act ("PAGA") claims pled through the following lawsuits:

    a. *Amanda Hale v. Brinker International*, Northern District of California Case No. 3:21-cv-09978-VC ("*Hale*");

    b. *Veronica Saldana v. Brinker Restaurant Corporation, et al*., San Francisco County Superior Court Case No. CGC-21-597124 ("*Saldana"*); and

    c. *Ahmone Bryant and Susan Rodgers v. Brinker Restaurant Corporation, et al*., San Francisco County Superior Court Case No. CGC-23-608589, consolidated with Case No. CGC-21-597124 ("*Bryant*").(collectively, the "Actions").

2. The Firms make this Agreement in anticipation of the application for fees from the Superior Court of San Francisco pursuant to the Memorandum of Understanding ("MOU"), which settled the PAGA claims in *Saldana* and *Bryant* and which is being modified to include the PAGA claims in *Hale*. The Firms agree to fully cooperate in seeking a fee allocation of 1/3 of the total settlement fund.

    Attorney Fees; Any attorneys' fees that SLG, HLG, KS, and TOF recover in connection with resolution of the PAGA claims present in the Actions will be divided as follows: 35.84% to The Ottinger Firm, P.C.; 18.58% to Setareh Law Group, 18.58% to Haines Law Group, APC, 27.0% to King & Siegel LLP regardless of any firm's lodestar. This division applies regardless of whether the award is based on a percentage of a common fund, lodestar, statutory fee shifting, or any other basis. In the event that less than the total requested fee award is approved by the Court, the allocation detailed above will still apply.

3. This Agreement is not intended to apply to any non-PAGA claims held by any of the individuals to this Agreement.

4. Breach: The Firms agree that any attempt to contest the fee division laid out above shall be considered a material breach of this agreement. In the event one or more Firms must pursue legal action related to such a breach, those firms have the right to collect their fees and costs related to that litigation from the breaching firm or firms.
    a. Any firm that contests the distribution of fees laid out above shall forfeit their percentage share, which will then be re-distributed among the remaining firms on a pro-rata basis.

b. Nothing in this section shall be construed to prohibit an attorney from filing a State Bar complaint, withdrawing from the Actions due to a conflict of interest or reporting another lawyer's misconduct under the California Rules of Professional Conduct.
c. Nothing in this section shall restrict the Plaintiffs' (clients') rights to Mandatory Fee Arbitration under Cal. Bus. Prof. Code §§ 6200-6206 and is intended to only apply to disputes among the Firms.
d. It shall not be considered a breach under this section if the Court orders a distribution among the Firms other than the percentages agreed to in paragraph 2 above.

IT IS SO AGREED.

SETAREH LAW GROUP

Dated: 1-21, 2026 By: _____
Shaun Setareh

HAINES LAW GROUP, APC

Dated: January 14, 2026 By: _____
Paul K. Haines

KING & SIEGEL LLP

Dated: _____, 2026 By: Elliot Siegel
Elliot J. Siegel

THE OTTINGER FIRM, P.C.

Dated: _____, 2026 By: _____
Robert W. Ottinger

b. Nothing in this section shall be construed to prohibit an attorney from filing a State Bar complaint, withdrawing from the Actions due to a conflict of interest or reporting another lawyer's misconduct under the California Rules of Professional Conduct.
c. Nothing in this section shall restrict the Plaintiffs' (clients') rights to Mandatory Fee Arbitration under Cal. Bus. Prof. Code §§ 6200-6206 and is intended to only apply to disputes among the Firms.
d. It shall not be considered a breach under this section if the Court orders a distribution among the Firms other than the percentages agreed to in paragraph 2 above.

IT IS SO AGREED.

SETAREH LAW GROUP

Dated: _____, 2026 By: _____
Shaun Setareh

HAINES LAW GROUP, APC

Dated: _____, 2026 By: _____
Paul K. Haines

KING & SIEGEL LLP

Dated: _____, 2026 By: _____
Elliot J. Siegel

THE OTTINGER FIRM, P.C.

Dated: __January 14_____, 2026 By: _____
Robert W. Ottinger

By signing below, I acknowledge that I have been advised in writing that Setareh Law Group, Haines Law Group, APC, King & Siegel LLP, and The Ottinger Firm, P.C. have entered into an attorney fee division agreement relating to the Actions described above. I acknowledge that I have been provided with a copy of that agreement.

I understand that the total fee I pay for legal services in the Actions will not increase solely because these law firms have agreed to divide any attorneys' fees that are awarded. My attorneys have answered any questions that I have had about this attorney fee division agreement, and I understand the agreement. I understand and acknowledge that nothing in this agreement changes the terms of any attorney-client retainer agreement that I have previously signed.

I HEREBY CONSENT TO THIS ATTORNEY FEE DIVISION AGREEMENT.

Dated: 01/10/2026 _____

Ahmone Bryant

Dated: _____ _____

Susan Rodgers

Dated: _____ _____

Veronica Saldana

Dated: _____ _____

Amanda Hale

Dated: _____ _____

Jesus Gomez

By signing below, I acknowledge that I have been advised in writing that Setareh Law Group, Haines Law Group, APC, King & Siegel LLP, and The Ottinger Firm, P.C. have entered into an attorney fee division agreement relating to the Actions described above. I acknowledge that I have been provided with a copy of that agreement.

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I HEREBY CONSENT TO THIS ATTORNEY FEE DIVISION AGREEMENT.

Dated: _____

_____
Ahmone Bryant

Dated: 01 / 12 / 2026

_____
Susan Rodgers

Dated: _____

_____
Veronica Saldana

Dated: _____

_____
Amanda Hale

Dated: _____

_____
Jesus Gomez

Doc ID: 493394cf8b847dfc96baf096ae84f4038e961fa1

By signing below, I acknowledge that I have been advised in writing that Setareh Law Group, Haines Law Group, APC, King & Siegel LLP, and The Ottinger Firm, P.C. have entered into an attorney fee division agreement relating to the Actions described above. I acknowledge that I have been provided with a copy of that agreement.

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I HEREBY CONSENT TO THIS ATTORNEY FEE DIVISION AGREEMENT.

Dated: _____ _____
Ahmone Bryant

Dated: _____ _____
Susan Rodgers

Dated: 01/09/2026 _____
Veronica Saldana

Dated: _____ _____
Amanda Hale

Dated: _____ _____
Jesus Gomez

By signing below, I acknowledge that I have been advised in writing that Setareh Law Group, Haines Law Group, APC, King & Siegel LLP, and The Ottinger Firm, P.C. have entered into an attorney fee division agreement relating to the Actions described above. I acknowledge that I have been provided with a copy of that agreement.

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I HEREBY CONSENT TO THIS ATTORNEY FEE DIVISION AGREEMENT.

Dated: _____

_____
Ahmone Bryant

Dated: _____

_____
Susan Rodgers

Dated: _____

_____
Veronica Saldana

Dated: Jan 14, 2026

Amanda Hale (Jan 14, 2026 15:10:36 PST)
_____
Amanda Hale

Dated: _____

_____
Jesus Gomez

By signing below, I acknowledge that I have been advised in writing that Setareh Law Group, Haines Law Group, APC, King & Siegel LLP, and The Ottinger Firm, P.C. have entered into an attorney fee division agreement relating to the Actions described above. I acknowledge that I have been provided with a copy of that agreement.

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I HEREBY CONSENT TO THIS ATTORNEY FEE DIVISION AGREEMENT.

Dated: _____

_____
Ahmone Bryant

Dated: _____

_____
Susan Rodgers

Dated: _____

_____
Veronica Saldana

Dated: _____

_____
Amanda Hale

Dated: Jan 5, 2026

Gomez jesus
Gomez jesus (Jan 5, 2026 17:21:27 PST)
Jesus Gomez

EXHIBIT 8

Haines Law Group, APC
Billing Summary

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research; client communications; review of client-provided information and potential wage and hour claims; case intake and evaluation of filing strategy.	FWS 4.4 @ $825 PKH 6.5 @ $925	$9,642.50
Conduct legal research regarding Plaintiff's claims, arbitration issues, related-case strategy, and Brinker corporate structure; review public filings and search dockets for related actions, including the Hale matter.	AJR 1.1 @ $725 FWS 3.0 @ $825 PKH 3.9 @ $925	$6,880.00
Draft and file complaint and related case-initiating documents, including civil cover sheet, summons request, and notice of interested parties.	AJR 6.4 @ $725 FWS 2.0 @ $825 PKH 0.3 @ $925	$6,567.50
Coordinate service of summons and complaint on Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P.; review proofs of service and service-related filings.	AJR 1.8 @ $725 FWS 0.2 @ $825	$1,470.00
Correspondence with opposing counsel regarding responsive pleading deadlines and case	AJR 2.1 @ $725 FWS 0.5 @ $825	$1,935.00

trajectory; review stipulations seeking extensions of time and related deficiency notices.		
Analyze dismissal of Brinker International, Inc. and Brinker Restaurant Corporation; assess remaining employing-entity issues and responsive pleading posture as to Brinker International Payroll Company, L.P.	AJR 1.6 @ $725 FWS 2.7 @ $825 PKH 0.2 @ $925	$3,572.50
Review answer, related-case notice, notice of interested parties, transfer-related orders, and clerical correction; assess implications of related Northern District proceedings and possible consolidation issues.	AJR 2.8 @ $725 FWS 1.6 @ $825 PKH 0.5 @ $925	$3,812.50
Review standing orders, ADR materials, and scheduling requirements; draft and file Rule 26(f) discovery plan and joint report.	AJR 3.4 @ $725 FWS 1.6 @ $825	$3,785.00
Prepare for scheduling conference; analyze litigation strategy regarding possible consolidation with the related Northern District action; confer with client and opposing counsel regarding case posture	AJR 2.7 @ $725 FWS 0.8 @ $825	$2,617.50
Review minute order directing the parties dismiss	AJR 2.1 @ $725 FWS 0.5 @ $825	$1,935.00

the action within 30 days; confer with opposing counsel regarding dismissal strategy.		
Draft and file joint stipulation of dismissal and related closing documents; internal meetings regarding case status, related proceedings, dismissal strategy, and overall litigation management.	AJR 2.0 @ $725 FWS 1.5 @ $825 PKH 1.5 @ $925	$4,075.00
Meet and confer with Hale's counsel regarding amendment strategy to add Gomez to the Hale action; revise stipulation and proposed scheduling language for leave to amend; review, edit, and revise the Second Amended Class and Representative Action Complaint to add Gomez and align the allegations, parties, claims, and arbitration issues	AJR 13.8 @ $725 FWS 3.0 @ $825 PKH 0.6 @ $925	$13,035.00
Review answer to the Second Amended Complaint, notices of appearance, and subsequent case management filings; confer with co-counsel regarding litigation strategy, division of responsibilities, and Gomez's role in the joined Hale action.	AJR 2.2 @ $725 FWS 0.8 @ $825 PKH 1.2 @ $925	$3,365.00
Review Defendants' motion to compel arbitration and strike class allegations as applied to the amended	AJR 5.6 @ $725 FWS 2.6 @ $825 PKH 0.6 @ $925	$6,760.00

pleading; analysis of the order granting the motion in part and assessing the impact on Gomez's individual and representative claims.		
Review and revise joint case management statements, protective order papers, and discovery letter briefing; meet and confer regarding discovery scope, timekeeping and meal period data, Rule 30(b)(6) topics, and compliance with Magistrate Judge's discovery orders.	AJR 14.2 @ $725 FWS 3.2 @ $825 PKH 1.0 @ $925	$13,860.00
Review and revise stipulations and related briefing regarding extensions of class certification deadlines and scheduling modifications; coordinate with co-counsel regarding discovery sequencing, mediation strategy, and overall case management strategy; prepare for private mediation, including review of liability, settlement posture, mediation brief drafts, and supporting exhibits; review, edit, and revise the mediation brief and exhibits; attend mediation; follow up strategy.	AJR 5.5 @ $725 FWS 16.8 @ $825 PKH 4.3 @ $925	$21,825.00
Review Brinker document production, policies,	AJR 23.7 @ $725 FWS 5.4 @ $825	$22,470.00

timekeeping materials, staffing information, and classwide practice evidence in preparation for PMQ depo; prepare PMQ outlines, exhibits, and strategy; attend depositions of Brinker PMQ witnesses; review transcripts and incorporate testimony into class certification and merits strategy.	PKH 0.9 @ $925	
Prepare Jesus Gomez for deposition, including review of the Second Amended Complaint, his declaration, policy documents, timekeeping issues, HotSchedules and reimbursement allegations, meal and rest period issues, and anticipated defense exhibits; meet with Gomez to prepare testimony; attend and defend Gomez's in-person deposition; conduct follow up examination; and review transcript, confidentiality designations, and errata issues.	AJR 22.4 @ $725 FWS 5.0 @ $825 PKH 1.6 @ $925	$21,845.00
Review and revise motion for class certification and supporting materials; prepare and revise Gomez declaration, PMQ deposition excerpts, Gomez deposition excerpts, requests for judicial notice, recent-decision	AJR 14.5 @ $725 FWS 17.2 @ $825 PKH 25.9 @ $925	$48,660.00

notice, proposed verdict form, reply papers, errata, and refiled exhibits in compliance with the Court's standing orders; address sealing issues and prepare for oral argument.		
Travel to and attend class certification hearing; review transcripts and court orders; analyze the order denying class certification; prepare and pursue appellate review efforts, including Ninth Circuit petition for permission to appeal activity, and assess the effect of the class cert ruling on Gomez's claims and case strategy.	AJR 12.5 @ $725 FWS 12.5 @ $825 PKH 2.9 @ $925	$22,057.50
Continue merits discovery and case management work after denial of class certification; draft case management statements, address counsel appearances and substitutions, and prepare the schedule through discovery cutoff, dispositive motions, pretrial proceedings, and trial.	AJR 8.4 @ $725 FWS 3.8 @ $825 PKH 1.3 @ $925	$10,427.50
Investigate and address Gomez's inadvertent failure to disclose his interest in the class action in his prior Chapter 7 bankruptcy; review bankruptcy petition, schedules, discharge, and	AJR 3.2 @ $725 FWS 16.2 @ $825 PKH 8.8 @ $925	$23,825.00

deposition testimony; coordinate with bankruptcy counsel regarding reopening strategy; prepare and revise motion papers to reopen the bankruptcy case, amended schedules, notice papers, and related filings; address meeting of creditors, abandonment, stipulation, lodgment, and order issues; and analyze the effect of the bankruptcy proceedings on Gomez's standing and overall litigation strategy.		
Review Defendants' motion to dismiss Gomez based on bankruptcy and standing issues; review request for judicial notice materials; coordinate stipulation continuing the hearing; prepare opposition and related strategy; review reply briefing and the Court's order denying dismissal; and prepare status reports to the district court regarding the reopened bankruptcy proceedings.	AJR 2.6 @ $725 FWS 17.1 @ $825 PKH 3.8 @ $925	$19,507.50
Draft request for order authorizing notice to former putative class members regarding expiration of tolling and the statute of limitations; review Defendants' opposition and	AJR 8.1 @ $725 FWS 2.7 @ $825 PKH 1.4 @ $925	$9,395.00

notice of other proceedings; and prepare related filings and strategy concerning overlapping PAGA issues in later-filed matters.		
Review and oppose Defendants' motion for summary judgment; draft opposition and supporting declarations and deposition excerpts; analyze hearing schedule changes, submit full deposition transcripts, attend summary judgment hearing, and review the Court's order granting in part and denying in part summary judgment.	AJR 1.5 @ $725 FWS 38.9 @ $825 PKH 9.0 @ $925	$41,505.00
Prepare for bench trial of the remaining PAGA claims after summary judgment, including case management conference regarding PAGA trial procedure, audio recording request, stipulation regarding bench trial, bifurcation, and pretrial deadlines, trial brief, proposed findings of fact, joint pretrial statement, exhibit list, daily transcript arrangements, and final pretrial conference.	AJR 44.7 @ $725 FWS 36.1 @ $825 PKH 21.2 @ $925	$81,800.00
Address expert testimony and trial logistics, including briefing regarding Robert Crandall's proposed	AJR 11.6 @ $725 FWS 4.9 @ $825 PKH 2.7 @ $925	$14,950.00

testimony, objections, deposition issues, courtroom technology orders, remote testimony and witness logistics, trial date adjustments, settlement efforts, stipulation to vacate trial, joint notice of settlement, and review of conditional dismissal and case termination.		
Meet and confer with Bryant's and Saldana's counsel regarding adding Hale and Gomez to the Bryant / Saldana PAGA settlement; review the Court's orders regarding PAGA approval, supplemental briefing, amendment requirements, and hearing continuances; review, edit, and revise the renewed motion for PAGA approval, supporting declarations, and billing summaries; review, edit, and revise the PAGA settlement agreement; prepare and revise the stipulation and proposed order for leave to amend; review, edit, and revise the amended operative complaint naming Hale and Gomez; and confer with co-counsel regarding additional information and	AJR 27.3 @ $725 FWS 11.1 @ $825 PKH 5.5 @ $925	$34,037.50

supporting materials required for the PAGA approval filing.		
Internal meetings and conferences with co-counsel and client regarding amendment to add Gomez, discovery, class certification, appellate issues, dispositive motions, trial preparation, settlement, and overall litigation management of the joined Hale/Gomez action.	AJR 8.5 @ $725 FWS 7.1 @ $825 PKH 7.1 @ $925	$18,587.50
TOTAL:	**592.2**	**$474,205.00**

EXHIBIT 9

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Gomez, Hale, and Related Proceedings
Haines Law Group, APC - Itemized Litigation Cost Report

Additional Charges :

			Qty/Price	Amount
12/31/2022	ALL	Postage for December, 2022.	1 13.14	13.14
	ALL	Westlaw cost for December, 2022.	1 10.38	10.38
	ALL	Copying cost for December, 2022.	22 0.25	5.50
1/4/2023	IDLC	First legal's service fee for: Service of federal summons and complaint Process - Branch 3 days - Signed: Koy Saechao Client rep Advance Fee Please Base charge + PDF/Ship + Fuel charge Order #: 5190973	1 179.18	179.18
	IDLC	First legal's service fee for: Service of federal service summons and complaint Process-Forward Next Day - Signed: Lynanne Gares, Litigation "Advance Fee, Please serve the summons and complaint" Base charge + PDF/Ship Order #: 5190974	1 265.75	265.75
	IDLC	First legal's service fee for: Service of federal summons and complaint Process-Forward Next Day - Signed: Lynanne Gares, Litigation Base charge + PDF/Ship Order #: 5190975	1 141.13	141.13
1/10/2023	IDLC	LWDA Filing of PAGA Letter. Order #: ORD-000206223	1 75.00	75.00
1/31/2023	ALL	Postage for January, 2023.	1 19.71	19.71

			Qty/Price	Amount
1/31/2023	ALL	Copying cost for January, 2023.	15 0.25	3.75
2/28/2023	ALL	Westlaw cost for February, 2023.	1 21.00	21.00
4/30/2023	ALL	Postage for April, 2023.	1 0.84	0.84
	ALL	Copying cost for April, 2023.	98 0.25	24.50
5/31/2023	ALL	Copying cost for May, 2023.	1 0.25	0.25
6/15/2023	FWS	Parking for May 1, 2023 scheduling conference.	1 12.50	12.50
	FWS	Mileage to/from May 1, 2023 scheduling conference.	1 17.69	17.69
9/18/2023	IDLC	Pacer expense for August, 2023.	1 4.20	4.20
11/28/2023	PKH	Pacer expense for November, 2023.	1 2.70	2.70
	ALL	Pacer expense for November, 2023.	1 1.30	1.30
3/19/2024	ALL	Signature Resolution mediation fee for mediation on June 17, 2024. Invoice #: PR31487	1 4,387.50	4,387.50
3/31/2024	IDLC	Pacer expense for March, 2024.	1 0.20	0.20
6/6/2024	ML	FedEx for 6/6/24 Invoice #: 4-603-65138	1 9.20	9.20
6/30/2024	ALL	FedEx costs for June 2024.	1 9.20	9.20
7/16/2024	ML	Service fee for L.A. Translation Translation of a document. Invoice #215305	1 385.00	385.00

			Qty/Price	Amount
7/31/2024	AJR	Hotel cost for plaintiff's hotel before deposition.	1 182.43	182.43
	ALL	Copying cost for July, 2024.	5 0.25	1.25
8/1/2024	ML	Parking at depo for Andrew, August 1st 2024	1 15.00	15.00
	ML	Lunch at Depo for Andrew, August 1st, 2024.	1 20.04	20.04
	ML	P's parking and WiFi at Hotel for Andrew on August 1st, 2024.	1 30.00	30.00
	ML	Mileage to/from DTLA for P's Depo for Andrew, August 1st, 2024.	1 23.45	23.45
8/15/2024	IDLC	Pacer expense for July, 2024.	1 3.70	3.70
8/31/2024	IDLC	Pacer expense for August, 2024.	1 3.80	3.80
9/30/2024	ML	Westlaw cost for September, 2024.	1 106.38	106.38
	IDLC	Pacer expense for September 2024.	1 3.20	3.20
	IDLC	Pacer expense for September 2024.	1 0.30	0.30
10/22/2024	ML	Hotel cost for AJR and FWS cert hearing.	1 879.34	879.34
10/23/2024	ML	Printing copies for cert hearing for FWS	1 39.82	39.82
	ML	Lunch after cert hearing for FWS	1 59.76	59.76
	ML	Cost for airfare from cert hearing for FWS.	1 279.98	279.98
	ML	Airfare change fee for FWS	1 59.99	59.99

			Qty/Price	Amount
10/23/2024	ML	Uber to airport for FWS	1 20.46	20.46
	ML	Uber to hotel from airport	1 71.05	71.05
	ML	Uber to airport after cert hearing	1 90.59	90.59
	ML	Breakfast before cert hearing for FWS	1 13.00	13.00
	ML	Cost for airfare to cert hearing for FWS.	1 259.99	259.99
	ML	Dinner in SF before cert hearing for FWS	1 175.00	175.00
	ML	Food at LAX - AJR & FWS	1 70.70	70.70
	ML	Cost for airfare, Southwest Airlines - LAX to OAK for Cert Hearing for AJR	1 279.98	279.98
10/24/2024	ML	Cost for airfare, Southwest Airlines - OAK to LAX coming back from Cert Hearing for AJR	1 319.98	319.98
10/25/2024	ML	Kendra Steppler Transcript Cost: Order for Hearing on 10/24/2024. Document Number: 114	1 437.50	437.50
10/31/2024	ML	Westlaw cost for October, 2024.	1 52.73	52.73
	ML	Copying cost for October, 2024.	4 0.25	1.00
	VG	Pacer expense for October, 2024.	1 3.80	3.80
11/27/2024	ML	Kendra Steppler Transcript cost Invoice #: 20240166 30-DAY Delivery ORIGINAL PDF of Proceedings heard before Judge Chhabria on October 24, 2024.	1 18.75	18.75
11/30/2024	VG	Pacer expense for November, 2024.	1 7.40	7.40

			Qty/Price	Amount
11/30/2024	ML	Postage for November, 2024.	1 0.25	0.25
12/3/2024	ML	FedEx for December 2024 Invoice #: 4-755-10068	1 9.95	9.95
5/31/2025	IO	Pacer expense for May, 2025.	1 2.40	2.40
	ML	Westlaw cost for May, 2025.	1 12.58	12.58
6/11/2025	IO	Translate Xpress Fee for Translation. Translation ID: 29499843BV9767348	1 212.40	212.40
6/12/2025	ML	California Central Bankrupcy Court Filing fee for reopening of the bankruptcy. Aproval Code 183111	1 260.00	260.00
6/30/2025	ML	Postage for June, 2025.	1 9.90	9.90
	IO	Pacer expense for June, 2025.	1 25.90	25.90
	ML	Copying cost for June, 2025.	97 0.25	24.25
	ML	Westlaw cost for June, 2025.	1 230.73	230.73
8/31/2025	ML	FedEx for August 2025 Invoice #: 4-986-58511	1 62.09	62.09
	ML	Westlaw cost for August, 2025.	1 42.19	42.19
	IO	Pacer expense for August, 2025.	1 2.40	2.40
	ML	Copying cost for August, 2025.	18 0.25	4.50
9/5/2025	ML	FedEx for September 2025 Inv. #: 4-996-38534	1 28.42	28.42

			Qty/Price	Amount
9/28/2025	IO	Cost for airfare for MSJ Hearing.	1 462.97	462.97
	IO	Hotel cost for MSJ Hearing.	1 616.73	616.73
9/30/2025	ML	Copying cost for September, 2025.	254 0.25	63.50
10/13/2025	ML	US District Court SF document download fee. No Receipt Number	1 34.00	34.00
10/31/2025	ML	Westlaw cost for October, 2025.	1 207.33	207.33
	IO	Pacer expense for October, 2025.	1 5.80	5.80
11/4/2025	ML	Pacer Filing fees for November 4, 2025	1 35.30	35.30
11/5/2025	ML	Pacer Filing fees for November 5, 2025	1 38.00	38.00
11/7/2025	ML	Pacer Filing fees for November 7, 2025	1 36.40	36.40
11/12/2025	ML	First Legal's service fee for doc170,doc171 COURTESY CPY TO JDGE today before noon to the clerks office Order #: 17539075	1 58.50	58.50
11/14/2025	ML	First legal's service fee for doc174 COURTESY CPY TO JDGE (11/14/2025) before noon to the clerks o Order #: 17542950	1 37.25	37.25
11/18/2025	PKH	Hotel stay cost for Brinker Final Pre-Trial Conference Hyatt Regency San Francisco	1 623.13	623.13
	PKH	Cost for airfare, Southwest Airlines - SFO to LAX after attending Brinker Final Pre-Trial Conference	1 168.30	168.30
11/19/2025	PKH	Additional hotel costs for Brinker Final Pre-Trial Conference Hyatt Regency San Francisco	1 47.00	47.00

			Qty/Price	Amount
11/30/2025	ML	Westlaw cost for November, 2025.	1 291.28	291.28
	IO	Pacer expense for November, 2025.	1 0.20	0.20
	ML	Copying cost for November, 2025.	18 0.25	4.50
3/31/2026	ML	FedEx for March 2026 Inv. #: 5-176-08768	1 10.25	10.25
	ML	Copying cost for March, 2026.	5 0.25	1.25
4/30/2026	ML	Westlaw cost for April, 2026.	1 10.92	10.92
5/6/2026	ML	First Legal's service fee for Joint Stipulation and Order Granting Plaintiffs Leave to File First Amended Representative Action Complaint Order #: 17759120	1 65.75	65.75
5/19/2026	IO	One Legal's Filing fee for: Stipulation and Order,Proof of Service Order #: 28213585	1 44.25	44.25
7/1/2026	AF	One Legal's Filing fee for: Notice (Other),Proof of Service Order #: 28512405	1 22.51	22.51
9/17/2026	AF	One Legal's Filing fee for: Case Management Statement, Proof of Service Order #: 29203373	1 23.29	23.29
10/23/2026	AJR	service fee for courtesy copies of paga approval motion	1 77.75	77.75
	IO	One Legal's Filing fee for: Plaintiffs' Motion for Approval of Settlement	1 83.50	83.50
	Total additional charges			**$13,117.61**
	Balance due			**$13,117.61**

First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

5190973 1/04/23 16:47 Haines Law Group Csr: DX*

CONTROL NUMBER PICKUP	DELIVER		
Haines Law Group	Brinker Restaurant Corporation	Base	149.25
2155 Campus Drive Suite 1	2710 Gateway Oaks Dr. 150N	Return	
EL SEGUNDO CA 90245	SACRAMENTO CA 95833	Wait	
See: Jonathan R.	See: CSC - Lawye	Weight	
Req: Jonathan R.		PDF/Ship	16.50
Svce: PROCESS-BRANCH 3 DAYS	ADVANCE FEE Please	Atmpt/Addr	
Acct: 5952	serve the summons,	Research	
Ref: GOMEZ - 2974	complaint and	Misc	
BOL: 8178145	supporting docs to	Fuel Chg	13.43
Sign: Koy Saechao client r 11:17	all defendants.	Adv.Fee	
Case#:2:22-cv-09458-MCS-JC		Check Chg	
CName:Jesus Gomez v. Brinker Restaurant C Pcs: 45			
Docs:Service of Federal Summons and Comp		Total	179.18



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

5190974	1/04/23	16:47	Haines Law Group	Csr: DX*	
CONTROL NUMBER					
PICKUP			DELIVER		
Haines Law Group			Brinker International, Inc.	Base	249.25
2155 Campus Drive		Suite 1	251 Little Falls Drive DE	Return	
EL SEGUNDO	CA 90245		WILMINGTON DE 19808	Wait	
See: Jonathan R.			See: The Prentic	Weight	
Req: Jonathan R.				PDF/Ship	16.50
Svce: PROCESS-FORWARD NEXT DAY			ADVANCE FEE. Please	Atmpt/Addr	
Acct: 5952			serve the summons,	Research	
Ref: GOMEZ - 2974			complaint and	Misc	
BOL: 8178153			supporting docs to	Fuel Chg	
Sign: Lynanne Gares, Litig		13:20	all defendants.	Adv.Fee	
Case#:2:22-cv-09458-MCS-JC				Check Chg	
CName:Jesus Gomez v. Brinker Restaurant C			Pcs: 45		
Docs:Service of Federal Summons and Comp				Total	265.75



First Legal Network, LLC
P.O. Box 743451
Los Angeles CA 90074-3451

5190975 1/04/23 16:47 Haines Law Group Csr: DX*

CONTROL NUMBER PICKUP	DELIVER		
Haines Law Group	Brinker International Payroll	Base	124.63
2155 Campus Drive Suite 1	251 Little Falls Drive	Return	
EL SEGUNDO CA 90245	WILMINGTON DE 19808	Wait	
See: Jonathan R.	See: Corporation	Weight	
Req: Jonathan R.	Comment: RELATED PROCESS	PDF/Ship	16.50
Svce: PROCESS-FORWARD NEXT DAY	ADVANCE FEE. Please	Atmpt/Addr	
Acct: 5952	serve the summons,	Research	
Ref: GOMEZ - 2974	complaint and	Misc	
BOL: 8178157	supporting docs to	Fuel Chg	
Sign: Lynanne Gares, Litig 13:20	all defendants. Full	Adv.Fee	
Case#:2:22-cv-09458-MCS-JC		Check Chg	
CName:Jesus Gomez v. Brinker Restaurant C Pcs: 45			
Docs:Service of Federal Summons and Comp		Total	141.13

Signature Resolution, LLC
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071
(213) 622-1002
https://srglobal.app

Invoice No. PR31487
Invoice Date 03/11/24
Due Date 05/17/24

BILL TO

Paul K. Haines, Esq.
Andrew J. Rowbotham, Esq.
Fletcher W. H. Schmidt, Esq.
HAINES LAW GROUP, APC
2155 Campus Drive
Suite 180
El Segundo, CA 90245

Invoice for: Jesus Gomez

ENTERED IN TIMESLIPS
Date: 3/19/2024
Initials: AD
Case #: 2974
Client: Gomez, Jesus

PAID Check No. 4107 Amount $4381.50 Date 3/20/24

CASE INFO

Case Name: Gomez/Hale, et al. v. Brinker International, Inc., et al.
Neutral: Hon. Amy D. Hogue

DATE	DESCRIPTION	FEE SPLIT	QTY/HOURS	RATE	AMOUNT
06/17/24	One-Time Administrative Fee	100%	1.00	$450.00	$450.00
06/17/24	Preparation Time	25%	2.50	$1,500.00	$937.50
06/17/24	Hourly Mediation Hearing	25%	8.00	$1,500.00	$3,000.00

BALANCE DUE **$4,387.50**
Due Date 05/17/24

Pay via credit card or ACH on SR Global.
Make checks payable to Signature Resolution LLC.
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071

Tax ID number: 82-2623581

CONTINUANCE & CANCELLATION INFORMATION

Last day to cancel or reschedule is June 3, 2024.

Please note that the parties are responsible for time reserved. Unused hours are not refundable.

CM, EKR

INVOICE

L.A. Translation and Interpretation Inc
2975 Wilshire Blvd Ste 205
Los Angeles, CA 90010

info@latranslation com
(213)385-7781
www.latranslation.com

Bill to
Jonathan Ramirez
Haines Law Group, APC

Ship to
Jonathan Ramirez
Haines Law Group, APC

Invoice details
Invoice no.: 215305
Terms: Pay Upon Receipt
Invoice date: 07/16/2024
Due date: 08/15/2024

#	Product or service	Description	Qty	Rate	Amount
1.	**Translation Services**	Translation of a Document Source language: English Target language: Spanish Word count: Pages: Turnaround time: 1 Comments: ATA/Court	1	$385.00	$385.00

Total **$385.00**

Ways to pay

Thank you for your business! We take all forms of payment Please make payment to proceed w th your assignment! Thank you!

Note to customer

When making a payment by check, please include the invoice number or it will not be logged.

If you'd like to pay with credit card, please click the "pay invoice" button in the email, or provide the information over the phone.

[redacted]

Hi, Andrew
[redacted]
Rapid Rewards Member since 2017

Available Credits **$0.00**

Available Points **95,635**

Past flight details

The receipt information below does not include any add ons during purchase, flight changes, flight cancellations, or in-flight purchases

OCT 23 2024

Los Angeles, CA to Oakland, CA
Confirmation [redacted]

Summary

PASSENGER	POINTS EARNED	FARE TOTAL
Andrew John Rowbotham	+2,464PTS	$279.98

Pricing Details

ROUTING	DATE	FARE TYPE	POINTS EARNED
LAX to OAK	10/23/2024	Anytime	+2,464PTS

FARE	$246.40
TAXES & FEES	$33.58
TOTAL	$279.98
TOTAL POINTS EARNED	+2,464PTS

Where's my inflight total?

Rebook Flight

Print

GOMEZ - 2974

AJR FLIGHT FOR BRINGER

CERT HEARING

23 Oct'24 3:29 PM

2024/10/23 03:29:27
*****Authorize*****
REF No: 1023222952 CHIP
CT No: XXXXXXXXXXXX9099
EXP: XX/XX
CARD: VISA
CheckNo:19270
TableNo:0
APPROVAL CODE: 023928
EMV Receipt Section
Application Label: VISA CREDIT
TC: F600A4713287050D
TVR: 8080008000
AID: A0000000031010
IAD: 06011203A0A000
AUTH MODE: Issuer

Subtotal: $65.70

Tip: 5.00

Total: 70.70

X

Signature
CUSTOMER COPY

Gmail Fletcher Schmidt [redacted]

Your Wednesday afternoon trip with Uber

Uber Receipts <noreply@uber.com>
To: [redacted]

Wed, Oct 23, 2024 at 3:31 PM

Uber

Total $20.46
October 23, 2024

Thanks for tipping, Fletcher

Here's your updated Wednesday afternoon ride receipt.



Total $20.46

You earned $0.68 with Uber One

In Los Angeles, on average, roughly 45% of the customer price went towards covering government-mandated commercial insurance for rideshare in July 2024, one of the highest rates in the country.

Trip fare	$4.91
Subtotal	$4.91

Booking Fee	$5.11
Wait Time	$0.55
Access for All Fee	$0.10
LAX Airport Surcharge	$4.00
CA Driver Benefits	$0.79
Tip	$5.00

Payments

Apple Pay Mastercard ••••6818 $20.46
10/23/24 3:31 PM

Switch Payment Method

Download PDF

You rode with Young

4.99 ★ Rating

Has passed a multi-step safety screen

[Quoted text hidden]

When you ride with Uber, your trips are insured in case of a covered accident.

Learn more ›

UberX 2.43 miles | 7 min

3:06 PM
2155 Campus Dr, El
Segundo, CA 90245, US

3:14 PM

Terminal 1, Los Angeles International Airport (LAX), Los Angeles, CA 90045, US



Report lost item >

Contact support >

My trips >

Forgot password

Privacy

Terms

Uber Technologies
1725 3rd Street,
San Francisco,
California
94158

Read about our zero tolerance policy. Report a zero tolerance complaint by visiting help.uber.com



In addition to this print view, you can also use Download Transactions to download a range of transactions in multiple formats.

Statement Ending Nov 13, 2024 Account Ending in ...1223

Search: southwest

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Oct 28	Southwest Airlines	Airfare	Fletcher S. ...1223	$59.99
Oct 23	Southwest Airlines	Airfare	Fletcher S. ...1223	$279.98
Oct 23	Southwest Airlines	Airfare	Fletcher S. ...1223	$259.99

HOTEL zetta
SAN FRANCISCO

Invoice

Hotel Zetta
55 5th St
San Francisco CA 94103
United States of America

Rowbotham, Andrew
[redacted]

Invoice Date: 10/24/2024 19:03:17
Invoice Number: 30277

Arrival Date: 10/23/2024
Departure Date: 10/24/2024
Room Number: 708
Confirmation Number: 119810
Invoice Currency: USD

Hotel Zetta - San Francisco 55 5th St. San Francisco, California 94103 USA (415)-543-8555

Date of Charge	Charge Description	Charge Amount	Credit Amount
10/23/2024	Room Charge	$341.76	
10/23/2024	California Tourism Tax	$0.67	
10/23/2024	Occupancy Tax	$47.85	
10/23/2024	SF Moscone Expansion District Assessment (MED)	$4.27	
10/23/2024	SF Tourism Improvement District Assessment (TID)	$4.27	
10/23/2024	Guest Amenities Fee	$35.00	
10/23/2024	Occupancy Tax	$4.90	
10/23/2024	California Tourism Tax	$0.07	
10/23/2024	SF Moscone Expansion District Assessment (MED)	$0.44	
10/23/2024	SF Tourism Improvement District Assessment (TID)	$0.44	
10/24/2024	Visa XXXXXXXXXXXX9099		$439.67

Total Charge	**$439.67**
Total Credits	**$439.67**
Net Amount	**$0.00**
Balance	**$0.00**
Occupancy Tax	$52.75
California Tourism Tax	$0.74
SF Moscone Expansion District Assessment (MED)	$4.71
SF Tourism Improvement District Assessment (TID)	$4.71

Reservations: +1 888 459 3303

GOMEZ - 2974

AJR HOTEL ROOM FOR BRINCER
CERT HEARING IN SAN FRAN

HOTEL zetta
SAN FRANCISCO

Invoice

Hotel Zetta
55 5th St
San Francisco CA 94103
United States of America

Rowbotham, Andrew
[redacted]

Invoice Date: 10/24/2024 19:02:53
Invoice Number: 30278

Arrival Date: 10/23/2024
Departure Date: 10/24/2024
Room Number: 709
Confirmation Number: 119811
Invoice Currency: USD

Hotel Zetta - San Francisco 55 5th St. San Francisco, California 94103 USA (415)-543-8555

Date of Charge	Charge Description	Charge Amount	Credit Amount
10/23/2024	Room Charge	$341.76	
10/23/2024	California Tourism Tax	$0.67	
10/23/2024	Occupancy Tax	$47.85	
10/23/2024	SF Moscone Expansion District Assessment (MED)	$4.27	
10/23/2024	SF Tourism Improvement District Assessment (TID)	$4.27	
10/23/2024	Guest Amenities Fee	$35.00	
10/23/2024	Occupancy Tax	$4.90	
10/23/2024	California Tourism Tax	$0.07	
10/23/2024	SF Moscone Expansion District Assessment (MED)	$0.44	
10/23/2024	SF Tourism Improvement District Assessment (TID)	$0.44	
10/24/2024	Visa XXXXXXXXXXXX9099		$439.67

Total Charge	**$439.67**
Total Credits	**$439.67**
Net Amount	**$0.00**
Balance	**$0.00**
California Tourism Tax	$0.74
Occupancy Tax	$52.75
SF Moscone Expansion District Assessment (MED)	$4.71
SF Tourism Improvement District Assessment (TID)	$4.71

Reservations: +1 888 459 3303

GOMEZ - 2974
FWS HOTEL ROOM FOR BRINGER
CCRT HEARING IN SAN FRAN

Hi, Andrew
RR# [redacted]
Rapid Rewards Member since 2017

Available Credits **$0.00**

Available Points **95,635**

Past flight details

The receipt information below does not include any add ons during purchase, flight changes, flight cancellations, or in-flight purchases

OCT 24 2024

Oakland, CA to Los Angeles, CA
Confirmation #4IB8PZ

Summary

PASSENGER	POINTS EARNED	FARE TOTAL
Andrew John Rowbotham	+3,403PTS	$319.98

Pricing Details

ROUTING	DATE	FARE TYPE	POINTS EARNED
OAK to LAX	10/24/2024	Business Select	+3,403PTS

	FARE
	$283.61
TAXES & FEES	$36.37
TOTAL	$319.98
TOTAL POINTS EARNED	+3,403PTS

Where's my inflight total?

Rebook Flight

Print

GOMEZ - 2974

AJR RETURN FLIGHT FOR

BRINICLE CENT HEARING

Gmail Fletcher Schmidt [redacted]

Your Wednesday evening trip with Uber

Uber Receipts <noreply@uber.com>
To: [redacted]

Thu, Oct 24, 2024 at 8:50 AM

Uber

Total $71.05
October 23, 2024

Thanks for tipping, Fletcher

Here's your updated Wednesday evening ride receipt.



Total $71.05

You earned $2.90 with Uber One

In California, on average, roughly 33% of the customer price went towards covering government-mandated commercial insurance for rideshare in July 2024, one of the highest rates in the country.

Trip fare	$29.88
Subtotal	$29.88

Bay Bridge Westbound	$7.00
Booking Fee	$17.96
Wait Time	$0.25
CA Driver Benefits	$0.32
Access for All Fee	$0.10
OAK Airport Pickup/Dropoff Surcharge	$3.70
Tip	$11.84

Payments

Apple Pay Mastercard ••••6818 10/24/24 5:21 AM	$59.21
Uber Cash 10/24/24 8:40 AM	$2.90
Apple Pay Mastercard ••••6818 10/24/24 8:50 AM	$8.94

Trip ID: f1d5f1b7-86f5-4f63-ad91-f64d6b02de76

Switch Payment Method

Download PDF

You rode with Ben

5.00 ★ Rating

Has passed a multi-step safety screen

License Plate: 9GVL498

When you ride with Uber, your trips are insured in case of a covered accident.

Learn more >

UberX 19.70 miles | 25 min

■ 6:29 PM
4 Airport Dr, Oakland, CA

■ 6:54 PM
55 5th St, San Francisco, CA



Report lost item › Contact support › My trips ›

Forgot password

Privacy

Terms

Uber Technologies
1725 3rd Street,
San Francisco,
California
94158

Read about our zero tolerance policy. Report a zero tolerance complaint by visiting help.uber.com

Capital One

Past Payments

Account Ending in ...1223

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Oct 26	TST*HIGH FLYING FOODS	Dining	Fletcher S. ...1223	$17.25
Oct 26	TST*HIGH FLYING FOODS	Dining	Fletcher S. ...1223	$42.51
Oct 25	FedEx Office	Other Services	Fletcher S. ...1223	$39.82
Oct 25	CREATIVE 04340014	Other Travel	Fletcher S. ...1223	$13.00
Oct 24	The Cavalier	Dining	Fletcher S. ...1223	$175.00

Outlook

RE: Activity in Case 3:21-cv-09978-VC Hale v. Brinker International, Inc. et al

From Jonathan Ramirez <jramirez@haineslawgroup.com>
Date Mon 10/28/2024 10:32 AM
To Andrea Parashos <adparashos@haineslawgroup.com>
Cc Fletcher Schmidt <fschmidt@haineslawgroup.com>; Valerina Cifuentes <vcifuentes@haineslawgroup.com>

1 attachments (435 KB)
2024 Steppler W-9 MT.pdf;

Hi Drea,

May I get a check for $437.50 made payable to Kendra Steppler. Attached is her W-9. For the memo line, it will be "Transcript Order for Hearing on 10/24/2024"

Internally, this is for client 2400 George Gomez.

Please let me know if you have any questions.

ENTERED IN TIMESLIPS
Date: 10/28/2024
Initials: ML
Case #: 2400
Client: Gomez, George

Thank you,

Jonathan Ramirez, Paralegal.
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Direct: 424.292.2976 | Main: 424.292.2350 | Fax: 424.292.2355
www.haineslawgroup.com

PAID Check No. 4356 Amount $437.50 Date 10/28/24

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From: Kendra Steppler <Kendra_Steppler@cand.uscourts.gov>
Sent: Friday, October 25, 2024 5:07 PM
To: Jonathan Ramirez <jramirez@haineslawgroup.com>
Cc: Fletcher Schmidt <fschmidt@haineslawgroup.com>
Subject: Re: Activity in Case 3:21-cv-09978-VC Hale v. Brinker International, Inc. et al

Hello,

Yes, I can accept FedEx overnight. No signature, please.

Thank you!

Kendra A. Steppler, RPR, CRR

Official Court Reporter

United States District Court

Northern District of California

From: Jonathan Ramirez <jramirez@haineslawgroup.com>
Sent: Friday, October 25, 2024 1:23 PM
To: Kendra Steppler <Kendra_Steppler@cand.uscourts.gov>
Cc: Fletcher Schmidt <fschmidt@haineslawgroup.com>
Subject: RE: Activity in Case 3:21-cv-09978-VC Hale v. Brinker International, Inc. et al

CAUTION - EXTERNAL:

Good afternoon Ms. Steppler,

We will get that check mailed out to you today.

Would you confirm if your address accepts FedEx overnight? If yes, please also advise us if you prefer a signature or no signature for overnight delivery.

Thank you,

Jonathan Ramirez, Paralegal.
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Direct: 424.292.2976 | Main: 424.292.2350 | Fax: 424.292.2355
www.haineslawgroup.com

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From: Kendra Steppler <Kendra_Steppler@cand.uscourts.gov>
Sent: Friday, October 25, 2024 1:07 PM
To: Jonathan Ramirez <jramirez@haineslawgroup.com>

Cc: Fletcher Schmidt <fschmidt@haineslawgroup.com>
Subject: Fw: Activity in Case 3:21-cv-09978-VC Hale v. Brinker International, Inc. et al

Hello,

Thank you for your transcript order. The estimated amount for 30-day delivery .pdf Original, ascii, condensed transcripts in the above-mentioned case is 70 pages @ $6.25/pg = **$437.50.**

Please have the check made payable to **Kendra Steppler** and mailed to **Kendra Steppler, 11 N Rodney Street, Helena, MT 59601.**

NOTE: The time for delivery of the transcript begins upon receipt of the check - sending a check image and/or tracking information will secure transcript delivery.

Attached is a signed W-9 form.

Best,

Kendra A. Steppler, RPR, CRR

Official Court Reporter

United States District Court

Northern District of California

From: ECF-CAND@cand.uscourts.gov <ECF-CAND@cand.uscourts.gov>
Sent: Thursday, October 24, 2024 4:11 PM
To: CAND EFiling <Efiling@cand.uscourts.gov>
Subject: Activity in Case 3:21-cv-09978-VC Hale v. Brinker International, Inc. et al

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U.S. District Court

California Northern District

Notice of Electronic Filing

The following transaction was entered by Schmidt, Fletcher on 10/24/2024 at 4:11 PM and filed on 10/24/2024

Case Name: Hale v. Brinker International, Inc. et al
Case Number: 3:21-cv-09978-VC
Filer: Jesus Gomez
Amanda Hale
Document Number: 114

Docket Text:
TRANSCRIPT ORDER for proceedings held on 10/24/2024 before Judge Vince Chhabria by Jesus Gomez, Amanda Hale, for Court Reporter Kendra Steppler. (Schmidt, Fletcher) (Filed on 10/24/2024)

3:21-cv-09978-VC Notice has been electronically mailed to:

Andrew J. Rowbotham arowbotham@haineslawgroup.com

Chaim Shaun Setareh shaun@setarehlaw.com, calendar@setarehlaw.com

Fletcher W.H. Schmidt fschmidt@haineslawgroup.com, aclark@haineslawgroup.com, jramirez@haineslawgroup.com

Geoffrey R. Pittman geoffrey.pittman@jacksonlewis.com, sanfranciscodocketing@jacksonlewis.com, suddie.scott@jacksonlewis.com

Jose Maria Dominado Patino , Jr jose@setarehlaw.com

Kevin Durrell Reese kevin.reese@jacksonlewis.com, beth.davis@jacksonlewis.com, kevin-reese-4893@ecf.pacerpro.com, sanfranciscodocketing@jacksonlewis.com

Laura Ann Pierson-Scheinberg laura.piersonscheinberg@jacksonlewis.com,

beth.davis@jacksonlewis.com, laura-pierson-scheinberg-0793@ecf.pacerpro.com, sanfranciscodocketing@jacksonlewis.com

Marina I. Garcia migarcia@nixonpeabody.com, aschick@nixonpeabody.com, marina-garcia-8866@ecf.pacerpro.com, sf.managing.clerk@nixonpeabody.com

Paul Haines phaines@haineslawgroup.com, aclark@haineslawgroup.com, jramirez@haineslawgroup.com

Robert Yang rob.yang@jacksonlewis.com, marilou.barairo@jacksonlewis.com, robert-yang-5756@ecf.pacerpro.com, robyang111@gmail.com, sanfranciscodocketing@jacksonlewis.com

Tyson James Gibb tyson@setarehlaw.com

3:21-cv-09978-VC Please see Local Rule 5-5; Notice has NOT been electronically mailed to:

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:C:\fakepath\2024-10-24 Transcript Order re Motion for Class Cert (FINAL).pdf
Electronic document Stamp:
[STAMP CANDStamp_ID=977336130 [Date=10/24/2024] [FileNumber=21808181-0] [27b7e69f1ccae614f259dd15e2bb9e336d14e97120bb22a5618a2734cc9d856f3d014100cad7e0b36a259443f86c1a7a23ddb5bf50ecd91dbcf3941ac93165e8]]

CAUTION - EXTERNAL EMAIL: This email originated outside the Judiciary. Exercise caution when opening attachments or clicking on links.

Gmail Fletcher Schmidt [redacted]

Your Thursday afternoon trip with Uber

Uber Receipts <noreply@uber.com>
To: [redacted]

Fri, Nov 15, 2024 at 2:06 PM

Uber

Total $90.59
October 24, 2024

Thanks for tipping, Fletcher

Here's your updated Thursday afternoon ride receipt.



Total $90.59

You earned $3.82 with Uber One

In California, on average, roughly 33% of the customer price went towards covering government-mandated commercial insurance for rideshare in July 2024, one of the highest rates in the country.

Trip fare	$45.72
Subtotal	$45.72

Bay Bridge Eastbound	$7.00
Booking Fee	$17.62
Access for All Fee	$0.10
OAK Airport Pickup/Dropoff Surcharge	$3.70
CA Driver Benefits	$0.32
Tip	$15.10
San Francisco City Tax	$1.03

Payments

Apple Pay Mastercard ••••6818 10/24/24 11:13 PM	$75.49
Apple Pay Mastercard ••••6818 11/15/24 2:06 PM	$15.10

Trip ID: 7e97d188-0c19-4d2c-b9b9-01a79065eb1d

Switch Payment Method

Download PDF

You rode with Ladiamond

4.91 ★ Rating

Has passed a multi-step safety screen

License Plate: 9LZL718

When you ride with Uber, your trips are insured in case of a covered accident.

Learn more >

20.37 miles | 32 min

- 12:18 PM
  555 Turk St, San Francisco, CA
- 12:51 PM
  Terminal 1, Oakland International Airport (OAK), Oakland, CA



Report lost item > Contact support > My trips >

Forgot password

Privacy

Terms

Uber Technologies
1725 3rd Street,
San Francisco,
California
94158

Read about our zero tolerance policy. Report a zero tolerance complaint by visiting help.uber.com

Payment receipt

You paid $385.00

to L.A. Translation and Interpretation Inc. on 7/16/2024

Invoice no.	215305
Invoice amount	$385.00
Total	**$385.00**

Status	Paid
Payment method	Credit Card
Authorization ID	MU0217825452

Thank you

L.A. Translation and Interpretation Inc.

(213)385-7781

www.latranslation.com | info@latranslation.com
2975 Wilshire Blvd Ste 205, Los Angeles, CA 90010

No additional transfer fees or taxes apply.

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ST44 Rev. 10/23
Derived from AO44 Rev. 10/23

UNITED STATES DISTRICT COURT
Northern District of California

INVOICE 20240166

MAKE CHECKS PAYABLE TO:

Jonathan Ramirez
Haines Law Group, APC
2155 Campus Drive
Suite 180
El Segundo, CA 90245
(424) 292-2976
jramirez@haineslawgroup.com

Kendra Steppler, RPR, CRR
Official Court Reporter, U.S. District Court
11 N Rodney Street
Helena, MT 59601
(406) 489-3498
kendra_steppler@cand.uscourts.gov

__ CRIMINAL ✕ CIVIL

DATE ORDERED: 10-30-2024

DATE DELIVERED:

In the matter of: 3:21-cv-09978-VC, Hale v Brinker International, Inc., et al.

30-DAY Delivery ORIGINAL PDF of Proceedings heard before Judge Chhabria on October 24, 2024.

ENTERED IN TIMESLIPS
Date: 11/27/2024
Initials: ML
Case #: 2974
Client: Gomez-Jesus

PAID Check No. 4392
Amount $18.75
Date 11/27/24

CATEGORY	ORIGINAL			1ST COPY			ADDITIONAL COPY			TOTAL CHARGES
	PAGES	PRICE	SUBTOTAL	PAGES	PRICE	SUBTOTAL	PAGES	PRICE	SUBTOTAL	
30-Day	73	4.40	321.20	73	1.10	80.30	73	0.75	54.75	456.25
14-Day										
7-Day										
3-Day										
Next-Day										
2-Hour										
Realtime										
Misc.									Misc. Charges	
									Subtotal	456.25
									Less Discount for Late Delivery	
									Tax (If Applicable)	
Date: 10-30-2024			**Check:** 4358						Less Amount of Deposit	437.50
									Total Refund	
									Total Due	18.75

ADDITIONAL INFORMATION

Full price may be charged only if the transcript is delivered within the required time frame. For example, if an order for expedited transcript is not completed and delivered within (7) calendar days, payment would be at the 14-day delivery rate, and if not completed and delivered within 14 days, payment would be at the ordinary delivery rate.

CERTIFICATION

I certify that the transcript fees charged and page format used comply with the requirements of this court and the Judicial Conference of the United States.

SIGNATURE: Kendra Steppler

DATE: 11-27-2024

DISTRIBUTION: TO PARTY (2 copies - 1 to be returned with payment) COURT REPORTER COURT REPORTER SUPERVISOR

Fedex #: 770294077554

RE: Amada Hale, et al. vs. Brinker International, Inc., et al., - Declaration for Translation -- Delivery

TI

TranslateXpress, Inc [AA] <admin@translatexpress.com>
To Jonathan Ramirez
Cc Valerina Cifuentes

Follow up. Start by Friday, July 25, 2025. Due by Friday, July 25, 2025.

Hello Jonathan,

Sure. Please refer to receipt below:

Payment details

Total amount:	$212.40 USD
Currency:	U.S. Dollars
Transaction ID:	29499843BV9767348
Quantity:	1
Item/Product Name:	Translation [pdf]
Invoice ID:	Haines Law Group, APC
Buyer:	Haines Paralegals

Thank you!

Frank

Frank M. Sarkis
Account Executive
Celebrating 25 years – Since 1999
Translation/Localization/Transcription Services
"Your one stop shop for all your language translation needs!" ™
****
TranslateXpress, Inc.

From: San Francisco Proper
To: Fletcher Schmidt
Subject: Your San Francisco Proper Hotel Reservation is Confirmed
Date: Sunday, September 28, 2025 11:40:56 PM

San Francisco Proper hotel

Dear Fletcher Schmidt,

We're looking forward to welcoming you to San Francisco Proper, your home base in the heart of the city.

With layered interiors by Kelly Wearstler, California cuisine at Charmaine's and Villon, every detail is designed to feel inspired, grounded, and effortless.

You'll be just steps from the best of the city: renowned cultural institutions, boutiques, and some of San Francisco's most loved dining.

We'll be in touch closer to your arrival with everything you need to know.
Until then, feel free to reach us by phone at 415-735-7777, or email sfp.frontdesk@properhotel.com.

See you soon,

Adam K. Sydenham
General Manager
San Francisco Proper Hotel

RESERVATION DETAILS

Confirmation Number	[redacted]
Guest Name(s)	Fletcher Schmidt
Number of Guests	1
Number of Nights	1
Arrival Date	September 30, 2025
Departure Date	October 1, 2025
Accomodation Type	Premier King
Nightly Rate*	9/30/25 - USD 479.00
Stay Total**	$616.73

MANAGE RESERVATI ON

START PLANNING YOUR TRIP

Uncover the best of San Francisco Proper from dining to wellness and curated experiences.



EAT & DRINK

Savor the city's flavors without ever leaving the hotel. Enjoy rooftop cocktails at **Charmaine's** or ingredient-driven dishes at **Villon**. Reservations recommended.

EXPLORE DINING >

FITNESS & WELLNESS

Stay active in our 24/7 gym with Peloton bikes, Tonal strength training, Life Fitness equipment, and more.

EXPLORE AMENITIES >



Fletcher Schmidt

From: Southwest Airlines <southwestairlines@ifly.southwest.com>
Sent: Sunday, September 28, 2025 11:30 PM
To: Fletcher Schmidt
Subject: You're going to Oakland on 09/30 [redacted]

Here's your itinerary & receipt. See ya soon!
View in web browser | View our mobile site

Manage Flight | Flight Status | My Account

Travel notice

Do you have a REAL ID? Starting May 7, all Passengers 18+ need a state-issued REAL ID-compliant license or identification card to fly domestically. Learn more at www.dhs.gov/real-id.

Passengers who do not yet have their REAL ID or another TSA acceptable form of ID can expect delays, additional screening, and the possibility of not being allowed into the security checkpoint.

Hi Fletcher,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

SEPTEMBER 30 - OCTOBER 1

BUR OAK

Burbank to Oakland

Confirmation # [redacted]

Confirmation date: 09/29/2025

PASSENGER **Fletcher Schmidt**
RAPID REWARDS # [redacted]
TICKET #
EST. POINTS EARNED 2,414

Rapid Rewards® points are only estimations.

Your itinerary

Flight 1: Tuesday, 09/30/2025 Est. Travel Time: **1h 25m** Choice

FLIGHT #0120	DEPARTS		ARRIVES
	BUR 04:40PM Burbank		**OAK 06:05PM** Oakland

Flight 2: Wednesday, 10/01/2025 Est. Travel Time: **1h 15m** Choice

FLIGHT #1728	DEPARTS		ARRIVES
	OAK 01:10PM Oakland		**BUR 02:25PM** Burbank

Payment information

Total cost

Air - [redacted]

Base Fare	$	402.20
U.S. Transportation Tax	$	30.17
U.S. 9/11 Security Fee	$	11.20
U.S. Flight Segment Tax	$	10.40
U.S. Passenger Facility Chg	$	9.00
Total	**$**	**462.97**

Payment

September 29, 2025
Payment Amount **$462.97**
Mastercard ending in [redacted]

Fare rules: if you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number: [redacted]

What to expect on your trip, and a few reminders.

Choice fare: Non-refundable, Transferable Flight Credit™ (expires 12 months from original ticketed date), free same-day flight changes and standby, and earn 6X Rapid Rewards® points. Learn more.

Make sure you know when to arrive at your airport. Times vary by city.

If your plans change, you must cancel your reservation at least 10 minutes prior to the flight's original scheduled departure time. If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, your reservation will be canceled, and your funds and points may be forfeited. Learn more.



First Legal Network
P.O. Box 745087
Los Angeles, CA 90074-5087

17539075 11/12/25 09:10 Haines Law Group Csr: MX*

CONTROL NUMBER PICKUP	DELIVER		
Haines Law Group	USDC-SAN FRANCISCO	Base	58.50
2155 Campus Drive Suite 1	450 GOLDEN GATE AVENUE	Return	
EL SEGUNDO CA 90245	SAN FRANCISCO CA 94102	Wait	
		Weight	
Req: Jonathan R.		PDF/Ship	
Svce: PDF COURTESY DEL.-RUSH	COURTESY CPY TO JDGE	Atmpt/Addr	
Acct: 5952	today before noon to	Research	
Ref: BRINKER / GOMEZ	the clerks office	Misc	
		Fuel Chg	
Sign: DELIVERED	11:30	Adv.Fee	
Case#:3:21-cv-09978-VC		Check Chg	
CName:hale v brinker	Pcs: 16		
Docs:doc170,doc171		Total	58.50

First Legal Network
P.O. Box 745087
Los Angeles, CA 90074-5087

17542950 11/14/25 07:53 Haines Law Group Csr: MX*

CONTROL NUMBER

PICKUP

Haines Law Group
222 N. SEPULVEDA BLVD. SUITE 1
EL SEGUNDO CA 90245

Req: Jonathan R.
Svce: PDF COURTESY DELIVERY
Acct: 5952
Ref: BRINKER / GOMEZ

Sign: DELIVERED

Case#:3:21-cv-09978-VC
CName:hale v brinker
Docs:doc174

DELIVER

USDC-SAN FRANCISCO
450 GOLDEN GATE AVENUE
SAN FRANCISCO CA 94102

COURTESY CPY TO JDGE (11/14/2025) before noon to the clerks office

11:30

Pcs: 24

Base	37.25
Return	
Wait	
Weight	
PDF/Ship	
Atmpt/Addr	
Research	
Misc	
Fuel Chg	
Adv.Fee	
Check Chg	
Total	37.25

Plum Card®
HAINES LAW GROUP APC
PAUL K HAINES
Closing Date 11/26/25 Next Closing Date 12/26/25
Account Ending [redacted]

Customer Care: 1-800-653-1693
TTY: Use Relay 711
Website: americanexpress.com

Your Payment Options this Month:

Early Pay
[redacted]

New Balance [redacted]
Please Pay By [redacted]

-OR-

Defer Pay
[redacted]

Amount Due [redacted]
Please Pay By 12/21/25

Total Early Pay Discount To Date
As of 11/26/25 [redacted]

Account Summary

Previous Balance	[redacted]
Payments/Credits	[redacted]
New Charges	[redacted]
Fees	
New Balance	[redacted]

Days in Billing Period: 30

See page 2 for important information about your account.

Please refer to the **IMPORTANT NOTICES** section.

For more information on your Plum payment options, refer to page 2 of your statement.

↓Please fold on the perforation below, detach and return with your payment ↓

Payment Coupon
Do not staple or use paper clips

Pay by Computer
americanexpress.com/business

Pay by Phone
1-800-472-9297

Account Ending [redacted]
Enter 15 digit account # on all payments.
Make check payable to American Express.

PAUL K HAINES
HAINES LAW GROUP APC
[redacted]

Early Pay Option
New Balance [redacted]
Please Pay By 12/06/25

Defer Pay Option
Amount Due [redacted]
Please Pay By 12/21/25

See reverse side for instructions on how to update your address, phone number, or email.

AMERICAN EXPRESS
PO BOX 96001
LOS ANGELES CA 90096-8000
[redacted]

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How to Exercise Plum Payment Options: Each month you have two payment options with your Plum Card - you can either receive an Early Pay Discount or choose to Defer Pay (take Extra Days to Pay). **Early Pay:** To earn an Early Pay Discount, you must pay the New Balance in full by the Early Pay Please Pay By date. Payments must be made in accordance with the requirements described in the *Payments* section above. The maximum Early Pay Discount that you can earn is calculated as a percentage of your total eligible purchases. Your Early Pay Discount will appear as a credit on the next statement. *Eligible purchases* are purchases for goods and services minus returns and other credits. Eligible purchases do NOT include previously deferred amounts, past due amounts, fees, purchases of traveler's checks, purchases or reloading of prepaid cards, or purchases of other cash equivalents. **Defer Pay (Extra Days to Pay):** To take Extra Days to Pay, you must pay at least the Amount Due by the Defer Pay Please Pay By date. Then, you can defer the remaining balance until the Please Pay By date on the next statement without incurring interest. Any deferred balance will be due by the Please Pay By date on the next statement. If your account is current, the Amount Due is 10% of the balance from new activity on the statement plus the entire amount of any previously deferred balance. If your account is past due, the Amount Due is the entire New Balance. If your account is past due, you cannot defer pay.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is $1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

Billing Dispute Procedures

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:
American Express, PO Box 981535, El Paso TX 79998-1535
In your letter, give us the following information:
- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:
- Within 60 days after the error appeared on your statement.
- At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we may not follow these procedures and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we will do two things:
1. Within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error.
2. We will investigate your inquiry and will either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:
- We will not try to collect the amount in question.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may report you as delinquent if you do not pay the amount we think you owe.

Change of Address, phone number, email

- Online at **www.americanexpress.com/updatecontactinfo**
- Via mobile device
- Voice automated: call the number on the back of your card
- For name, company name, and foreign address or phone changes, please call Customer Care

Please do not add any written communication or address change on this stub

Pay Your Bill with AutoPay

Deduct your payment from your bank account automatically each month.

- Avoid late fees
- Save time

Visit **americanexpress.com/autopay** today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit **www.americanexpress.com/privacy.**

Plum Card®
HAINES LAW GROUP APC
PAUL K HAINES
Closing Date 11/26/25

Account Ending [redacted]

Customer Care & Billing Inquiries **1-800-653-1693**
International Collect 1-623-492-3344
Lost or Stolen Card 1-800-653-1693
Large Print & Braille Statements **1-800-653-1693**

Hearing Impaired
Online chat at **americanexpress.com** or use **Relay dial 711** and **1-800-653-1693**

Website: americanexpress.com

Customer Care & Billing Inquiries
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
PO BOX 96001
LOS ANGELES CA
90096-8000

Payments and Credits

Summary

	Total
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

Detail

*Indicates posting date

[redacted]

New Charges

Summary

	Total
[redacted]	[redacted]

Continued on reverse

Detail

PAUL K HAINES
Card Ending [redacted]

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Detail Continued

[redacted]				Amount
[redacted]				

Continued on reverse

Detail Continued

					Amount
[redacted]					

Continued on next page

Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Continued on reverse

Detail Continued

				[redacted]	Amount
[redacted]					

Continued on next page

Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Continued on reverse

Detail Continued

				Amount
[redacted]				

Continued on next page

Detail Continued

				Amount
[redacted]				
[redacted]				
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[redacted]				
11/18/25	Southwest Airlines SOUTHWEST AIRLINES (MASTE From: To: SAN FRANCISCO INTL LOS ANGELES INTERN Ticket Number [redacted] Passenger Name: HAINES/PAUL K Document Type: PASSENGER TICKET	DALLAS Carrier: Class: WN P Date of Departure: 11/19	TX	$168.30
[redacted]				
[redacted]				
[redacted]				
[redacted]				
[redacted]				
[redacted]				

Continued on reverse

Detail Continued

					Amount
11/18/25	HYATT REGENCY SAN FRANCI SFORS Arrival Date 11/18/25 Departure Date 11/19/25 00000000 LODGING		SAN FRANCISCO	CA	$623.13
[redacted]					

Continued on next page

Detail Continued

				Foreign Spend	Amount
[redacted]					
[redacted]					
[redacted]					
[redacted]					
[redacted]					
[redacted]					
11/19/25	HYATT REGENCY SAN FRANCI SFORS Arrival Date 11/18/25 Departure Date 11/19/25 00000000 LODGING	SAN FRANCISCO	CA		$47.00
[redacted]					
[redacted]					
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[redacted]					
[redacted]					
[redacted]					
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Continued on reverse

Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

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Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Continued on reverse

Detail Continued

[redacted]	[redacted]	[redacted]	[redacted]	Amount
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Detail Continued

[redacted]

				Amount
[redacted]				

Fees

	Amount
[redacted]	

2025 Fees and Interest Totals Year-to-Date

	Amount
[redacted]	
[redacted]	

Plum Options Summary

As of 11/26/25

Early Pay Discount History:

	This Period $	Year-To-Date $
[redacted]		
Total Year-To-Date $		
Total-to-Date $		

Note: Early Pay Discount Summary does not include Adjustments

IMPORTANT NOTICES

EFT Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 1-800-IPAY-AXP for Pay By Phone questions, at 1-800-528-2122 for Pay By Computer questions, and at 1-800-528-4800 for AutoPay questions. You may also write us at American Express, Electronic Funds Services, P.O. Box 981531, El Paso TX 79998-1531, or contact us online at www.americanexpress.com/inquirycenter as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

End of Important Notices.



First Legal Network
P.O. Box 745087
Los Angeles, CA 90074-5087

17759120 5/06/26 07:55 Haines Law Group Csr: MX*

CONTROL NUMBER / PICKUP	DELIVER		
Haines Law Group	SFSC-SAN FRANCISCO	Base	63.25
222 N. SEPULVEDA BLVD. SUITE 1	400 MCALLISTER STREET	Return	
EL SEGUNDO CA 90245	SAN FRANCISCO CA 94102	Wait	
		Weight	
Req: Jonathan R.		PDF/Ship	2.50
Svce: PDF COURTESY DEL.-RUSH	Please deliver two c	Atmpt/Addr	
Acct: 5952	ourtesy copies to Ho	Research	
Ref: BRYANT V BRINKER	n. Jeffrey S. Ross D	Misc	
	ept. 613	Fuel Chg	
Sign: DEPT 613 DROP BOX 11:55	first thing am	Adv.Fee	
Case#:CGC-23-608589		Check Chg	
CName:BRYANT V BRINKER	Pcs: 30		
Docs:joint ,		Total	65.75

5341 Old Redwood Highway
Suite 310
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	5/19/2026
Customer	0091575
Credit Sale	08396808
Amount Due	$0
Tax Total	$0.00

Bill To
Haines Law Group, APC 2155 Campus Drive Suite 180 El Segundo CA 90245

Order Number	28213585
Contact	Valerina Cifuentes
Attorney	Andrew Rowbotham
Billing Code	Jesus Gomez 3974
Case Title	Byrant, Ahmone et al vs Brinker Restaurant Corp et al
Court	Superior Court of California, San Francisco County
Court Transaction Number	79454509
Case Number	CGC-23-608589
Documents	Stipulation and Order,Proof of Service

ONE LEGAL FEES	AMOUNT
Court Convenience Fee**	$3.80
Court Filing Fee	$20.00
eFiling Charge	$17.95
Disbursement Administration Charge	$1.00
Convenience Fee‡	$1.50
SUBTOTAL	**$44.25**

FEES SUMMARY	AMOUNT
One Legal Fees	$44.25
Sales Tax	$0.00
TOTAL CHARGED	**$44.25**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
** The court levies a surcharge on all its mandatory fees. The surcharge varies depending on the court.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

ONE LEGAL

5341 Old Redwood Highway
Suite 310
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	7/1/2026
Customer	0091575
Credit Sale	08555601
Amount Due	$0
Tax Total	$0.00

Bill To
Haines Law Group, APC 2155 Campus Drive Suite 180 El Segundo CA 90245

Order Number	28512405
Contact	Jonathan Ramirez
Attorney	Andrew Rowbotham
Billing Code	Jesus Gomez 3974
Case Title	Byrant, Ahmone et al vs Brinker Restaurant Corp et al
Court	Superior Court of California, San Francisco County
Court Transaction Number	79795941
Case Number	CGC-23-608589
Documents	Notice (Other),Proof of Service

ONE LEGAL FEES	AMOUNT
Court Convenience Fee**	$3.80
eFiling Charge	$17.95
Convenience Fee‡	$0.76
SUBTOTAL	**$22.51**

FEES SUMMARY	AMOUNT
One Legal Fees	$22.51
Sales Tax	$0.00
TOTAL CHARGED	**$22.51**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
** The court levies a surcharge on all its mandatory fees. The surcharge varies depending on the court.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

5341 Old Redwood Highway
Suite 310
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	9/17/2026
Customer	0091575
Credit Sale	08830601
Amount Due	$0
Tax Total	$0.00

Bill To
Haines Law Group, APC 2155 Campus Drive Suite 180 El Segundo CA 90245

Order Number	29203373
Contact	Jonathan Ramirez
Attorney	Andrew Rowbotham
Billing Code	Jesus Gomez 3974
Case Title	Byrant, Ahmone et al vs Brinker Restaurant Corp et al
Court	Superior Court of California, San Francisco County
Court Transaction Number	80563455
Case Number	CGC-23-608589
Documents	Case Management Statement,Proof of Service

ONE LEGAL FEES	AMOUNT
Court Convenience Fee**	$4.55
eFiling Charge	$17.95
Convenience Fee‡	$0.79
SUBTOTAL	**$23.29**

FEES SUMMARY	AMOUNT
One Legal Fees	$23.29
Sales Tax	$0.00
TOTAL CHARGED	**$23.29**

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.
** The court levies a surcharge on all its mandatory fees. The surcharge varies depending on the court.
‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.

EXHIBIT 10

CONFIDENTIAL RELEASE AGREEMENT

This Confidential Release Agreement ("Agreement") is entered into by and between Amanda Hale ("Employee"), on the one hand, and Brinker International Payroll Company, L.P. ("Employer"), on the other hand (collectively, the "Parties").

The Parties to this Agreement intend to fully and finally resolve Employee's individual claims against Employer, which are currently pending in the US District Court for the Northern District of California, in the action entitled *Hale, et al., v. Brinker International, Inc., et al.* Case No. 3:21-cv-09978-VC (the "Action").

On February 6, 2025, the Court denied Employee's motion for class certification, leaving only Employee's individual claims and representative claims brought under the Private Attorney's General Act ("PAGA") remaining. This Agreement is intended to resolve Employee's individual claims, while the representative PAGA claims will be resolved separately in the action entitled *Bryant, et al., v. Brinker Restaurant Corp., et al.*, San Francisco Superior Court Case No. CGC-23-608589. Nothing contained herein shall be read to waive or release any of Employee's rights under the PAGA.

1. **Release.** In exchange for the promises contained in this Agreement, Employee agrees to release Employer from the "Released Claims," as specifically defined below.

Employee agrees to release and discharge Employer, along with its past and present officers, directors, shareholders, and their respective successors, predecessors, subsidiaries, affiliates, parent companies, and attorneys (collectively, the "Released Parties"), from any and all claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and all other legal responsibilities of any form whatsoever, whether known or unknown, with the exception of the State's Representative PAGA claim. This includes, but is not limited to, claims arising under the California Labor Code; the California Constitution; Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act (except such rights as may be vested under any retirement plan sponsored by Employer); the Family and Medical Leave Act; the Fair Labor Standards Act; the California Fair Employment and Housing Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act; the Industrial Welfare Commission (IWC) Wage Orders; and claims for intentional infliction of emotional distress, breach of implied contract, or any other statute or common law principle of similar effect, whether known or unknown, that occurred prior to the date Employee executes this Agreement, arising out of Employee's employment relationship with Employer (collectively, the "Released Claims").

1.1 Individual Release of PAGA claim. While Plaintiff does not release the non-individual representative PAGA claim, the settlement and release here is intended to release Plaintiff's individual PAGA claim.

1.2 Claims Not Released. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendants' qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or

unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement. Further, nothing herein shall be construed to preclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or the National Labor Relations Board, or participation in any administrative investigation or proceeding; however, to the maximum extent permitted by law, Employee waives any right to monetary recovery or relief related to such a charge or complaint.

1.3 Express Carve-Out for Representative PAGA Action. Notwithstanding the language in section 1 and section 2 of this Agreement, Plaintiff does not release any Representative PAGA claim which has been asserted on behalf of the State of California and other aggrieved employees.

2. **Waiver of California Civil Code Section 1542.** For a full and complete general release as described above, Employee expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

> **A general release does not extend to claims which 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.**

Thus, notwithstanding the provisions of this section, and to implement a full and complete release and discharge of the Released Parties, Employee expressly acknowledges this Agreement is intended to include in its effect, all claims Employee does not know or suspect to exist in Employee's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

3. **Consideration**. In exchange for the promises contained in this Agreement, Employer agrees to pay Employee the total sum of $30,000.00 within fifteen (15) business days after full execution of this Agreement.

The Consideration will be mailed by Employer or Employer's counsel, via certified mail, to Setareh Law Group, 420 North Camden Drive, Beverly Hills, CA 90210.

The Consideration shall be paid as follows:

a. One (1) check made payable to Amanda Hale in the amount of $23,690.40, which will be reported on an IRS Form 1099-MISC;

b. One (1) check made payable to Amanda Hale in the amount of $5,922.60, which will be reported on an IRS Form W-2; and

c. One (1) check made payable to "Haines Law Group, APC" in the amount of $387.00, for attorney's fees and costs, which will be reported on an IRS Form 1099-MISC;

4. **Non-Admission of Liability.** The Parties acknowledge that the execution of this Agreement, and each of its terms, is not, and shall not be construed as, an admission of wrongdoing or liability by either Party. Employer expressly denies all liability.

5. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 3 above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein.

6. **Disbursal of Settlement Funds/Dismissal of Action.** The settlement payments described in Paragraph 3 above will be sent within fifteen (15) business days after the latest of the following have occurred:

A. Counsel for Defendant receives a copy of the Settlement Agreement signed by Plaintiff;

B. Counsel for Defendant receives an executed W-9 Form from Plaintiff's Counsel;

C. The Court's order dismissing the lawsuit becomes effective and final.

If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

7. **Medicare Secondary Payer Rules**. Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A).

8. **Permanent Waiver of Class Rights and Class Claims.** Plaintiff acknowledges that the court denied class certification in the Action and, as a material term of this agreement, Plaintiff irrevocably waives and agrees to never assert, prosecute, maintain or seek to revive any class, collective or representative class pursuant to FRCP Rule 23 against Defendant based on the facts alleged in this action or arising from Plaintiff's employment with Defendant, including any attempt to act as a class representative or to seek class wide relief against defendant. This class waiver is intended to be binding to the maximum extent permitted by law. **Plaintiff expressly waives the right to appeal the denial of class certification brought in this Action.**

9. **Binding Effect**. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties.

10. **Assignment**. Employee represents and warrants that he has made no assignment of any claims being released herein and agrees not to make any such assignment.

11. **Verification of Employment.** Employer agrees that if contacted by a prospective employer of Employee, it will verify only Employee's job title(s) and dates of employment.

12. **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of California.

13. **Waiver.** The waiver by any Party of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other provision.

14. **Severability**. If any provision of this Agreement is found to be null, void, or inoperative for any reason, the remaining provisions shall remain in full force and effect, provided they can be separated from the invalid provision and appropriately limited in scope.

15. **Right to Counsel.** Employee acknowledges that he has had the right to seek the advice of an attorney of his choosing to review and negotiate this Agreement, has been advised to do so, has consulted with counsel, and fully understands and appreciates the meaning and effect of this Agreement, which he executes freely and voluntarily.

16. **Voluntary Agreement.** Employee acknowledges that he has read and fully understands the terms, nature, and effect of this Agreement, which he voluntarily executes in good faith, without coercion, and based upon his own judgment.

17. **Integrated Agreement**. With regard to the Released Claims, this Agreement represents the full and complete understanding between Employer and Employee. In executing this Agreement, neither Party relies upon any promise, representation, or inducement not expressly stated herein. The Parties agree that if any of the facts or matters upon which they relied in entering into this Agreement prove to be otherwise, this Agreement shall nevertheless remain in full force and effect. This Agreement may only be supplemented, amended, or modified by a writing signed by both Parties.

18. **Enforceability.** The Parties agree that this is an enforceable Agreement and that it shall be admissible in any civil action, litigation, arbitration, or proceeding instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement. Each Party has the right to enforce the terms of this Agreement through any appropriate action, proceeding, or motion.

19. **Construing the Agreement.** This Agreement is deemed to have been jointly drafted by Employee and Employer, and any uncertainty or ambiguity shall not be construed for or against either Party based on attribution of drafting.

20. **Attorneys' Fees Upon Dispute.** If any dispute arises under this Agreement in which a Party seeks to enforce its rights, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs, and expenses, including expert fees, incurred in resolving the dispute and enforcing any final judgment.

21. **Fax or Scan Signature Same Force and Effect as Original Signature.** The Parties agree that this Agreement may be executed in electronic, faxed, or scanned counterparts, each of which shall have the same force and effect as an original signature.

22. **Confidentiality of Settlement Terms and Amount.** Confidentiality. Except as expressly permitted below, the Parties agree that the existence of this Agreement, the negotiations leading to it, and all terms of this Agreement—including, without limitation, the Settlement Amount and the manner and timing of payment—shall be kept strictly confidential and shall not be disclosed to any person or entity. Plaintiff agrees not to publish, disseminate, or communicate any Confidential Settlement Information in any manner, including through social media, blogs, podcasts, or other public forums. Permitted Disclosures. Notwithstanding the foregoing, Plaintiff may disclose Confidential Settlement Information only to: (a) Plaintiff's spouse or domestic partner; (b) Plaintiff's attorneys and their staff; (c) Plaintiff's accountants, financial advisors, or tax preparers; (d) as required for medical, unemployment, or other benefits administration; (e) to any court, arbitrator, mediator, or administrative agency to the extent necessary to enforce this Agreement or comply with a lawful order, subpoena, or other compulsory legal process; and (f) as necessary to comply with federal, state, or local tax laws, including disclosures to the IRS, Bankruptcy Court or Trustee, the California Franchise Tax Board, and other taxing authorities.

Compelled Process Notice. If Plaintiff receives a subpoena, court order, or other compulsory legal process seeking disclosure of Confidential Settlement Information, Plaintiff shall provide written notice to Defendant within five (5) business days of receipt (or sooner if required by law), so that Defendant may seek a protective order or other relief. Plaintiff shall reasonably cooperate with any effort to maintain confidentiality.

Protected Rights and Disclosures. Nothing in this Agreement is intended to, or shall be construed to: (a) prohibit Plaintiff from communicating with, filing a charge or complaint with, or participating in an investigation or proceeding conducted by any federal, state, or local government agency, including but not limited to the California Labor Commissioner (DLSE), the California Civil Rights Department (CRD), the NLRB, the EEOC, or the SEC; (b) prohibit Plaintiff from disclosing facts or information relating to alleged unlawful acts in the workplace, including harassment, discrimination, or retaliation, to the extent protected by California law;

or (c) require Plaintiff to seek Defendant's prior approval before making any disclosure that is protected or required by law. Plaintiff, however, agrees that to the maximum extent permitted by law, Plaintiff shall maintain the confidentiality of the Settlement Amount and other monetary terms of this Agreement, except as permitted in the Confidentiality and Permitted Disclosures provisions above.

Enforcement. Plaintiff acknowledges that a breach of the confidentiality obligations may cause irreparable harm for which monetary damages may be inadequate. Accordingly, Defendant shall be entitled to seek injunctive relief to prevent or remedy any breach, in addition to any other remedies available at law or in equity. The prevailing party in any action to enforce this Section shall be entitled to recover reasonable attorneys' fees and costs.

Liquidated Damages. Plaintiff agrees that any unauthorized disclosure of Confidential Settlement Information constitutes a material breach. The Parties agree that actual damages would be difficult to ascertain, and therefore Plaintiff shall pay Defendant **$ 2,500.00** as liquidated damages for each material breach, in addition to Defendant's right to injunctive relief. This amount is intended as a reasonable estimate of damages and not a penalty.

In Witness whereof, the Parties have executed this Agreement:

EMPLOYEE

Date: Feb 6, 2026

Amanda Hale (Feb 6, 2026 11:51:47 PST)

Amanda Hale

EMPLOYER

Date: _____

Brinker International Payroll Company, L.P.
By: _____
Title: _____

4911-7827-7517, v. 1

or (c) require Plaintiff to seek Defendant's prior approval before making any disclosure that is protected or required by law. Plaintiff, however, agrees that to the maximum extent permitted by law, Plaintiff shall maintain the confidentiality of the Settlement Amount and other monetary terms of this Agreement, except as permitted in the Confidentiality and Permitted Disclosures provisions above.

Enforcement. Plaintiff acknowledges that a breach of the confidentiality obligations may cause irreparable harm for which monetary damages may be inadequate. Accordingly, Defendant shall be entitled to seek injunctive relief to prevent or remedy any breach, in addition to any other remedies available at law or in equity. The prevailing party in any action to enforce this Section shall be entitled to recover reasonable attorneys' fees and costs.

Liquidated Damages. Plaintiff agrees that any unauthorized disclosure of Confidential Settlement Information constitutes a material breach. The Parties agree that actual damages would be difficult to ascertain, and therefore Plaintiff shall pay Defendant **$ 2,500.00** as liquidated damages for each material breach, in addition to Defendant's right to injunctive relief. This amount is intended as a reasonable estimate of damages and not a penalty.

In Witness whereof, the Parties have executed this Agreement:

EMPLOYEE

Date: _____ _____

Amanda Hale

EMPLOYER

Date: 02/06/2026 Brinker International Payroll Company, L.P.

By: Christopher L. Green

Title: Christopher L. Green

Christopher L. Green (Feb 6, 2026 10:24:07 CST)

4911-7827-7517, v. 1

CONFIDENTIAL RELEASE AGREEMENT

This Confidential Release Agreement ("Agreement") is entered into by and between Jesus Gomez ("Employee"), on the one hand, and Brinker International Payroll Company, L.P. ("Employer"), on the other hand (collectively, the "Parties").

The Parties to this Agreement intend to fully and finally resolve Employee's individual claims against Employer, which are currently pending in the US District Court for the Northern District of California, in the action entitled *Hale, et al., v. Brinker International, Inc., et al.* Case No. 3:21-cv-09978-VC (the "Action").

On February 6, 2025, the Court denied Employee's motion for class certification, leaving only Employee's individual claims and representative claims brought under the Private Attorney's General Act ("PAGA") remaining. This Agreement is intended to resolve Employee's individual claims, while the representative PAGA claims will be resolved separately in the action entitled *Bryant, et al., v. Brinker Restaurant Corp., et al.*, San Francisco Superior Court Case No. CGC-23-608589. Nothing contained herein shall be read to waive or release any of Employee's rights under the PAGA.

1. **Release.** In exchange for the promises contained in this Agreement, Employee agrees to release Employer from the "Released Claims," as specifically defined below.

Employee agrees to release and discharge Employer, along with its past and present officers, directors, shareholders, and their respective successors, predecessors, subsidiaries, affiliates, parent companies, and attorneys (collectively, the "Released Parties"), from any and all claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and all other legal responsibilities of any form whatsoever, whether known or unknown, with the exception of the State's Representative PAGA claim. This includes, but is not limited to, claims arising under the California Labor Code; the California Constitution; Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act (except such rights as may be vested under any retirement plan sponsored by Employer); the Family and Medical Leave Act; the Fair Labor Standards Act; the California Fair Employment and Housing Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act; the Industrial Welfare Commission (IWC) Wage Orders; and claims for intentional infliction of emotional distress, breach of implied contract, or any other statute or common law principle of similar effect, whether known or unknown, that occurred prior to the date Employee executes this Agreement, arising out of Employee's employment relationship with Employer (collectively, the "Released Claims").

1.1 Individual Release of PAGA claim. While Plaintiff does not release the non-individual representative PAGA claim, the settlement and release here is intended to release Plaintiff's individual PAGA claim.

1.2 Claims Not Released. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendants' qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553)

or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement. Further, nothing herein shall be construed to preclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or the National Labor Relations Board, or participation in any administrative investigation or proceeding; however, to the maximum extent permitted by law, Employee waives any right to monetary recovery or relief related to such a charge or complaint.

1.3 Express Carve-Out for Representative PAGA Action. Notwithstanding the language in section 1 and section 2 of this Agreement, Plaintiff does not release any Representative PAGA claim which has been asserted on behalf of the State of California and other aggrieved employees.

2. **Waiver of California Civil Code Section 1542.** For a full and complete general release as described above, Employee expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

> **A general release does not extend to claims which 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.**

Thus, notwithstanding the provisions of this section, and to implement a full and complete release and discharge of the Released Parties, Employee expressly acknowledges this Agreement is intended to include in its effect, all claims Employee does not know or suspect to exist in Employee's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

3. **Consideration**. In exchange for the promises contained in this Agreement, Employer agrees to pay Employee the total sum of $120,000.00 within fifteen (15) business days after full execution of this Agreement.

The Consideration will be mailed by Employer or Employer's counsel, via certified mail, to Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245.

The Consideration shall be paid as follows:

a. One (1) check made payable to Jesus Gomez in the amount of $52,490.40, which will be reported on an IRS Form 1099-MISC;

b. One (1) check made payable to Jesus Gomez in the amount of $13,122.60, which will be reported on an IRS Form W-2;

c. One (1) check made payable to "Haines Law Group, APC" in the amount of $27,387.00, for attorney's fees and costs, which will be reported on an IRS Form 1099-MISC; and

d. One (1) check made payable to "Setareh Law Group" in the amount of $27,000.00, for attorney's fees and costs, which will be reported on an IRS Form 1099-MISC.

4. **Non-Admission of Liability.** The Parties acknowledge that the execution of this Agreement, and each of its terms, is not, and shall not be construed as, an admission of wrongdoing or liability by either Party. Employer expressly denies all liability.

5. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 3 above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein.

6. **Disbursal of Settlement Funds/Dismissal of Action.** The settlement payments described in Paragraph 3 above will be sent within fifteen (15) business days after the latest of the following have occurred:

A. Counsel for Defendant receives a copy of the Settlement Agreement signed by Plaintiff;

B. Counsel for Defendant receives an executed W-9 Form from Plaintiff's Counsel;

C. The Court's order dismissing the lawsuit becomes effective and final.

If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

7. **Medicare Secondary Payer Rules.** Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A).

8. **Permanent Waiver of Class Rights and Class Claims.** Plaintiff acknowledges that the court denied class certification in the Action and, as a material term of this agreement, Plaintiff irrevocably waives and agrees to never assert, prosecute, maintain or seek to revive any class, collective or representative class pursuant to FRCP Rule 23 against Defendant based on the facts alleged in this action or arising from Plaintiff's employment with Defendant, including any attempt to act as a class representative or to seek class wide relief against defendant. This class waiver is intended to be binding to the maximum extent permitted by law. **Plaintiff expressly waives the right to appeal the denial of class certification brought in this Action.**

9. **Binding Effect**. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties.

10. **Assignment**. Employee represents and warrants that he has made no assignment of any claims being released herein and agrees not to make any such assignment.

11. **Verification of Employment.** Employer agrees that if contacted by a prospective employer of Employee, it will verify only Employee's job title(s) and dates of employment.

12. **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of California.

13. **Waiver.** The waiver by any Party of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other provision.

14. **Severability**. If any provision of this Agreement is found to be null, void, or inoperative for any reason, the remaining provisions shall remain in full force and effect, provided they can be separated from the invalid provision and appropriately limited in scope.

15. **Right to Counsel.** Employee acknowledges that he has had the right to seek the advice of an attorney of his choosing to review and negotiate this Agreement, has been advised to do so, has consulted with counsel, and fully understands and appreciates the meaning and effect of this Agreement, which he executes freely and voluntarily.

16. **Voluntary Agreement.** Employee acknowledges that he has read and fully understands the terms, nature, and effect of this Agreement, which he voluntarily executes in good faith, without coercion, and based upon his own judgment.

17. **Integrated Agreement**. With regard to the Released Claims, this Agreement represents the full and complete understanding between Employer and Employee. In executing this Agreement, neither Party relies upon any promise, representation, or inducement not expressly stated herein. The Parties agree that if any of the facts or matters upon which they relied in entering into this Agreement prove to be otherwise, this Agreement shall nevertheless remain in full force and effect. This Agreement may only be supplemented, amended, or modified by a writing signed by both Parties.

18. **Enforceability.** The Parties agree that this is an enforceable Agreement and that it shall be admissible in any civil action, litigation, arbitration, or proceeding instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement. Each Party has the right to enforce the terms of this Agreement through any appropriate action, proceeding, or motion.

19. **Construing the Agreement.** This Agreement is deemed to have been jointly drafted by Employee and Employer, and any uncertainty or ambiguity shall not be construed for or against either Party based on attribution of drafting.

20. **Attorneys' Fees Upon Dispute.** If any dispute arises under this Agreement in which a Party seeks to enforce its rights, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs, and expenses, including expert fees, incurred in resolving the dispute and enforcing any final judgment.

21. **Fax or Scan Signature Same Force and Effect as Original Signature.** The Parties agree that this Agreement may be executed in electronic, faxed, or scanned counterparts, each of which shall have the same force and effect as an original signature.

22. **Confidentiality of Settlement Terms and Amount.** Confidentiality. Except as expressly permitted below, the Parties agree that the existence of this Agreement, the negotiations leading to it, and all terms of this Agreement—including, without limitation, the Settlement Amount and the manner and timing of payment—shall be kept strictly confidential and shall not be disclosed to any person or entity. Plaintiff agrees not to publish, disseminate, or communicate any Confidential Settlement Information in any manner, including through social media, blogs, podcasts, or other public forums. Permitted Disclosures. Notwithstanding the foregoing, Plaintiff may disclose Confidential Settlement Information only to: (a) Plaintiff's spouse or domestic partner; (b) Plaintiff's attorneys and their staff; (c) Plaintiff's accountants, financial advisors, or tax preparers; (d) as required for medical, unemployment, or other benefits administration; (e) to any court, arbitrator, mediator, or administrative agency to the extent necessary to enforce this Agreement or comply with a lawful order, subpoena, or other compulsory legal process; and (f) as necessary to comply with federal, state, or local tax laws, including disclosures to the IRS, Bankruptcy Court or Trustee, the California Franchise Tax Board, and other taxing authorities.

Compelled Process Notice. If Plaintiff receives a subpoena, court order, or other compulsory legal process seeking disclosure of Confidential Settlement Information, Plaintiff shall provide written notice to Defendant within five (5) business days of receipt (or sooner if required by law), so that Defendant may seek a protective order or other relief. Plaintiff shall reasonably cooperate with any effort to maintain confidentiality.

Protected Rights and Disclosures. Nothing in this Agreement is intended to, or shall be construed to: (a) prohibit Plaintiff from communicating with, filing a charge or complaint with, or participating in an investigation or proceeding conducted by any federal, state, or local government agency, including but not limited to the California Labor Commissioner (DLSE), the California Civil Rights Department (CRD), the NLRB, the EEOC, or the SEC; (b) prohibit Plaintiff from disclosing facts or information relating to alleged unlawful acts in the workplace, including harassment, discrimination, or retaliation, to the extent protected by California law; or (c) require

Plaintiff to seek Defendant's prior approval before making any disclosure that is protected or required by law. Plaintiff, however, agrees that to the maximum extent permitted by law, Plaintiff shall maintain the confidentiality of the Settlement Amount and other monetary terms of this Agreement, except as permitted in the Confidentiality and Permitted Disclosures provisions above.

Enforcement. Plaintiff acknowledges that a breach of the confidentiality obligations may cause irreparable harm for which monetary damages may be inadequate. Accordingly, Defendant shall be entitled to seek injunctive relief to prevent or remedy any breach, in addition to any other remedies available at law or in equity. The prevailing party in any action to enforce this Section shall be entitled to recover reasonable attorneys' fees and costs.

Liquidated Damages. Plaintiff agrees that any unauthorized disclosure of Confidential Settlement Information constitutes a material breach. The Parties agree that actual damages would be difficult to ascertain, and therefore Plaintiff shall pay Defendant **$ 5,000.00** as liquidated damages for each material breach, in addition to Defendant's right to injunctive relief. This amount is intended as a reasonable estimate of damages and not a penalty.

In Witness whereof, the Parties have executed this Agreement:

EMPLOYEE

Date: Feb 5, 2026

Jesus Gomez
Jesus Gomez (Feb 5, 2026 19:02:37 PST)

Jesus Gomez

EMPLOYER

Date: _____

Brinker International Payroll Company, L.P.
By: _____
Title: _____

4918-7885-7357, v. 1

Plaintiff to seek Defendant's prior approval before making any disclosure that is protected or required by law. Plaintiff, however, agrees that to the maximum extent permitted by law, Plaintiff shall maintain the confidentiality of the Settlement Amount and other monetary terms of this Agreement, except as permitted in the Confidentiality and Permitted Disclosures provisions above.

Enforcement. Plaintiff acknowledges that a breach of the confidentiality obligations may cause irreparable harm for which monetary damages may be inadequate. Accordingly, Defendant shall be entitled to seek injunctive relief to prevent or remedy any breach, in addition to any other remedies available at law or in equity. The prevailing party in any action to enforce this Section shall be entitled to recover reasonable attorneys' fees and costs.

Liquidated Damages. Plaintiff agrees that any unauthorized disclosure of Confidential Settlement Information constitutes a material breach. The Parties agree that actual damages would be difficult to ascertain, and therefore Plaintiff shall pay Defendant **$ 5,000.00** as liquidated damages for each material breach, in addition to Defendant's right to injunctive relief. This amount is intended as a reasonable estimate of damages and not a penalty.

In Witness whereof, the Parties have executed this Agreement:

EMPLOYEE

Date: _____

_____
Jesus Gomez

EMPLOYER

Date: 02/06/2026

Brinker International Payroll Company, L.P.
By: Christopher L. Green
Title: _____
Christopher L. Green (Feb 6, 2026 10:25:17 CST)

4918-7885-7357, v. 1

CONFIDENTIAL RELEASE AGREEMENT

This Confidential Release Agreement ("Agreement") is entered into by and between Susan Rodgers ("Employee"), on the one hand, and Brinker International Payroll Company, L.P. ("Employer"), on the other hand (collectively, the "Parties").

The Parties to this Agreement intend to fully and finally resolve Employee's individual claims against Employer, which are currently pending in arbitration and the San Francisco Superior Court.

This Agreement is intended to resolve Employee's individual claims, while the representative PAGA claims will be resolved separately in the action entitled *Bryant, et al., v. Brinker Restaurant Corp., et al.*, San Francisco Superior Court Case No. CGC-23-608589. Nothing contained herein shall be read to waive or release any of Employee's rights under the PAGA.

1. **Release.** In exchange for the promises contained in this Agreement, Employee agrees to release Employer from the "Released Claims," as specifically defined below.

Employee agrees to release and discharge Employer, along with its past and present officers, directors, shareholders, and their respective successors, predecessors, subsidiaries, affiliates, parent companies, and attorneys (collectively, the "Released Parties"), from any and all claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and all other legal responsibilities of any form whatsoever, whether known or unknown, with the exception of the State's Representative PAGA claim. This includes, but is not limited to, claims arising under the California Labor Code; the California Constitution; Title VII of the Civil Rights Act of 1964; the Employee Retirement Income Security Act (except such rights as may be vested under any retirement plan sponsored by Employer); the Family and Medical Leave Act; the Fair Labor Standards Act; the California Fair Employment and Housing Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers' Benefit Protection Act; the Industrial Welfare Commission (IWC) Wage Orders; and claims for intentional infliction of emotional distress, breach of implied contract, or any other statute or common law principle of similar effect, whether known or unknown, that occurred prior to the date Employee executes this Agreement, arising out of Employee's employment relationship with Employer (collectively, the "Released Claims").

1.1 Individual Release of PAGA claim. While Plaintiff does not release the non-individual representative PAGA claim, the settlement and release here is intended to release Plaintiff's individual PAGA claim.

1.2 Claims Not Released. Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendants' qualified retirement benefit plans as of the Separation Date; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement. Further, nothing herein shall be construed to preclude the filing of an administrative charge or complaint with the Equal

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Employment Opportunity Commission or the National Labor Relations Board, or participation in any administrative investigation or proceeding; however, to the maximum extent permitted by law, Employee waives any right to monetary recovery or relief related to such a charge or complaint.

1.3 **Express Carve-Out for Representative PAGA Action.** Notwithstanding the language in section 1 and section 2 of this Agreement, Plaintiff does not release any Representative PAGA claim which has been asserted on behalf of the State of California and other aggrieved employees, nor does she release standing to assert such claims or seek approval of settlement of such claims in the action entitled *Bryant, et al., v. Brinker Restaurant Corp., et al.*, San Francisco Superior Court Case No. CGC-23-608589.

2. **Waiver of California Civil Code Section 1542.** For a full and complete general release as described above, Employee expressly waives and relinquishes all rights and benefits of Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

> **A general release does not extend to claims which 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.**

Thus, notwithstanding the provisions of this section, and to implement a full and complete release and discharge of the Released Parties, Employee expressly acknowledges this Agreement is intended to include in its effect, all claims Employee does not know or suspect to exist in Employee's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

3. **Consideration**. In exchange for the promises contained in this Agreement, Employer agrees to pay Employee the total sum of $10,000 within fifteen (15) days after full execution of this Agreement.

The Consideration will be mailed by Employer or Employer's counsel, via certified mail, to King & Siegel LLP, 601 University Avenue, Ste. 275, Sacramento, CA 95825.

The Consideration shall be paid as follows:

a. One (1) check made payable to Susan Rodgers in the amount of $8,000, which will be reported on an IRS Form 1099-MISC;

b. One (1) check made payable to Susan Rodgers in the amount of $2,000, which will be reported on an IRS Form W-2.

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4. **Non-Admission of Liability.** The Parties acknowledge that the execution of this Agreement, and each of its terms, is not, and shall not be construed as, an admission of wrongdoing or liability by either Party. Employer expressly denies all liability.

5. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 3 above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein.

6. **Disbursal of Settlement Funds/Dismissal of Action.** The settlement payments described in Paragraph 3 above will be sent within fifteen (15) days after the latest of the following have occurred:

A. Counsel for Defendant receives a copy of the Settlement Agreement signed by Plaintiff;

B. Counsel for Defendant receives an executed W-9 Form from Plaintiff's Counsel.

If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

7. **Medicare Secondary Payer Rules.** Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A).

8. **Binding Effect**. Except as otherwise expressly provided herein, this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the Parties.

9. **Assignment**. Employee represents and warrants that she has made no assignment of any claims being released herein, and agrees not to make any such assignment.

10. **Verification of Employment.** Employer agrees that if contacted by a prospective

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employer of Employee, it will verify only Employee's job title(s) and dates of employment. The Employer shall state that this information is being provided in accordance with company policy.

11. **Governing Law.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of California.

12. **Waiver.** The waiver by any Party of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other provision.

13. **Severability**. If any provision of this Agreement is found to be null, void, or inoperative for any reason, the remaining provisions shall remain in full force and effect, provided they can be separated from the invalid provision and appropriately limited in scope.

14. **Right to Counsel.** Employee acknowledges that she has had the right to seek the advice of an attorney of her choosing to review and negotiate this Agreement, has been advised to do so, has consulted with counsel, and fully understands and appreciates the meaning and effect of this Agreement, which she executes freely and voluntarily.

15. **Voluntary Agreement.** Employee acknowledges that she has read and fully understands the terms, nature, and effect of this Agreement, which she voluntarily executes in good faith, without coercion, and based upon her own judgment.

16. **Integrated Agreement**. With regard to the Released Claims, this Agreement represents the full and complete understanding between Employer and Employee. In executing this Agreement, neither Party relies upon any promise, representation, or inducement not expressly stated herein. The Parties agree that if any of the facts or matters upon which they relied in entering into this Agreement prove to be otherwise, this Agreement shall nevertheless remain in full force and effect. This Agreement may only be supplemented, amended, or modified by a writing signed by both Parties.

17. **Enforceability.** The Parties agree that this is an enforceable Agreement and that it shall be admissible in any civil action, litigation, arbitration, or proceeding instituted to remedy, prevent, or obtain relief from a breach of this Agreement, or arising out of a breach of this Agreement. Each Party has the right to enforce the terms of this Agreement through any appropriate action, proceeding, or motion. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6, or any other procedure permitted by law, and the provisions of the confidentiality agreement signed by the Parties relative to the negotiation of this Agreement are waived with respect to this Agreement.

18. **Construing the Agreement.** This Agreement is deemed to have been jointly drafted by Employee and Employer, and any uncertainty or ambiguity shall not be construed for or against either Party based on attribution of drafting.

19. **Fax or Scan Signature Same Force and Effect as Original Signature.** The

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Parties agree that this Agreement may be executed in electronic, faxed, or scanned counterparts, each of which shall have the same force and effect as an original signature.

In Witness whereof, the Parties have executed this Agreement:

EMPLOYEE

Date: 04 / 20 / 2026

Susan Rodgers

EMPLOYER

Date: 4/28/2026

Brinker International Payroll Company, L.P.
By:
Title: VP, Asst. Gen. Counsel

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EXHIBIT 11

EXHIBIT 12

~~MEMORANDUM OF UNDERSTANDING~~ STIPULATION AND PAGA SETTLEMENT AGREEMENT

This ~~Memorandum of Understanding ("MOU")~~ PAGA Settlement Agreement ("Agreement") is ~~entered into in the matters of Veronica Saldana v. Brinker Restaurant Corporation et al., in the Superior Court of the State of California (San Francisco County), Case No. CGC-21-597124 ("Saldana Action") and Ahmone Bryant et al. v. Brinker Restaurant Corporation et al., CGC-23-608589 ("Bryant Action"),~~ made by and between Plaintiffs Veronica ~~Saldana,~~ Saldana ("Plaintiff Saldana"), Ahmone ~~Bryant, and~~ Bryant ("Plaintiff Bryant"), Susan Rodgers ~~("Plaintiffs")~~ ("Plaintiff Rodgers"), Amanda Hale ("Plaintiff Hale"), Jesus Gomez ("Plaintiff Gomez"), individually and as representatives of the State of California, on behalf of the PAGA Members (as defined ~~in Section 4~~ below), ~~on the one hand, and, on the other hand,~~ and Defendants Brinker Restaurant Corporation, Brinker International, Inc.; and Brinker International Payroll Company, L.P. ~~("Brinker") for the purpose of memorializing their agreement~~ (collectively "Defendants"). Plaintiffs Saldana, Bryant, Rodgers, Hale and Gomez and Defendants are collectively referred to ~~the principal terms of a settlement of the Actions, subject to approval~~ as "Parties". This Agreement is intended by ~~the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Brinker, or both, as may be appropriate. This MOU is designed to bind~~ the Parties to ~~terms of a settlement to be thereafter memorialized further in a long form Stipulation of Settlement~~ fully, finally, and forever resolve the claims as set forth herein, based upon and subject to ~~approval by~~ the ~~Court, the provisions~~ terms and conditions of ~~which will be consistent with~~ this ~~MOU.~~ Agreement.

1. DEFINITIONS.

1.1. "Actions" means collectively the PAGA lawsuit alleging wage and hour violations against Defendants captioned Veronica Saldana v. Brinker Restaurant Corporation; Brinker International, Inc. and Brinker International Payroll Company, L.P. (Case No. CGC-21-597124 initiated on December 14, 2021, and pending in the Superior Court of the State of California, County of San Francisco) and Ahmone Bryant, et al. v. Brinker Restaurant Corporation, et al., Case No. CGC-23-608589 filed in the Superior Court of the State of California, San Francisco County.

1.2. "Administrator" means CPT GROUP, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Approval of the Settlement.

1.4. "Court" means the Superior Court of California, County of San Francisco.

1.5. "Defense Counsel" means Jackson Lewis, P.C.

NOW, THEREFORE, the Parties hereto agree as follows:

1. For purposes of this MOU, the "Actions" are defined as the Saldana Action, including the arbitration of plaintiff Saldana's claims before the American Arbitration Act, Case No. 123-0004-0839, and the Bryant Action. This MOU memorializes the settlement reached in the mediation on November 7, 2024, between Plaintiffs and Brinker. This MOU confirms the essential terms of the settlement reached between the Parties with the assistance of mediator Dave Carothers.

2. The Parties intend to enter into a more formal long form agreement (the "Stipulation of Settlement") not inconsistent with the terms of this MOU, but if they fail to execute a more formal agreement, this MOU will be final, binding, and enforceable pursuant to California Code of Civil Procedure Section 664.6, and admissible pursuant to California Evidence Code Section 1123.

3. The Parties agree to cooperate fully with each other to accomplish the terms of the MOU by entering into the long-form Stipulation of Settlement, including a proposed approval order; to use their best efforts to finalize the Stipulation of Settlement; and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Stipulation of Settlement. Plaintiffs shall prepare the initial drafts of the long-form Stipulation of Settlement. In the event that the Parties do not execute the Stipulation of Settlement within 30 days of both Parties' approval of the finalized Stipulation of Settlement, either party may move for approval of this settlement on the basis of the terms set forth in this MOU. The Parties may extend this deadline by mutual agreement in writing.

4. The Parties agree that the proper scope and definition of the PAGA Members for purposes of this agreement are "All non-exempt employees of Brinker who worked in California during the PAGA Release Period."

5. Brinker agrees to provide Plaintiff with reasonable confirmatory discovery to allow Plaintiff to verify the information relied upon in agreeing to settle the action, including but not limited to "skip" data, for the purpose of obtaining information to support court approval of the settlement.

6. The Parties and their counsel agree that the consideration described in the subparagraphs below constitute their good faith compromise of the Actions. This compromise is based on the Parties' assessment of the value of the case, and the mutual risks and costs of further litigation. Specifically, the consideration provided by Defendant consists of the following:

a. Brinker shall pay the Settlement Fund Amount ("Maximum Settlement Amount" or "MSA") of $1,675,000.00 in full and complete settlement of the Actions as well as a complete release of any individual claims as referenced herein. This gross amount shall constitute the gross settlement fund.

~~b. Brinker shall fund the MSA within 21 calendar days of being provided the final accounting of funds by the settlement administrator, which shall be within 10 calendar days of the "Effective Date."~~

~~c. The Effective Date is~~ 1.6. "Effective Date" means 65 days after the Court has entered an Order and Judgment approving the Stipulation of Settlement, provided that the period for filing any challenge to the Order and Judgment, appeal, writ or other appellate proceeding opposing or otherwise challenging the Court's entry of the ~~Final~~ Approval Order ~~and Judgment~~ has expired without any such challenge ~~to the Final Approval Order and Judgment, appeal, writ or other appellate proceeding having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment~~ having been filed; or, if any appeal, writ or other appellate proceeding opposing the ~~Final~~ Approval Order ~~and Judgment~~ has been filed, including objections, or any other opposition, challenge or motion to vacate the ~~Court's Final~~ Approval Order ~~and Judgment approving the Stipulation of Settlement~~ has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.7. "Gross Settlement Amount" means One Million Six Hundred Forty-Seven Thousand Five Hundred Dollars and No Cents ($1,647,500), which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payments, and the Administration Expenses Payment.

1.8. "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

1.9. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.10. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.11. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.12. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Enhancement Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13. "PAGA Counsel" means THE OTTINGER FIRM, P.C., King & Siegel LLP, Haines Law Group, APC, and Setareh Law Group.

1.14. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.15. "PAGA Pay Period" means any Pay Period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

~~d. This is a non-reversionary settlement. All funds represented by uncashed checks remaining in the Qualified Settlement Fund shall be tendered to a cy pres chosen by Brinker in conformance with the requirements set forth in C.C.P § 384.~~

~~7. The Parties agree that the consideration described in Paragraph 6, above, constitutes adequate consideration for the settlement and release described immediately below.~~

~~a. Release by Plaintiff Ahmone Bryant and Susan Rodgers: Ahmone Bryant and Susan Rodgers shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, against the "Released Parties" (defined below), except as may be prohibited by law. Brinker shall not oppose a request for an enhancement award for Plaintiff Ahmone Bryant and Susan Rodgers up to the amount of $10,000, which Plaintiff will seek for his/her work in resolving the case and for signing of a general release.~~

~~b. Release by Plaintiff Veronica Saldana: Plaintiff Veronica Saldana shall be bound by a complete Section 1542 release and waiver of all claims known and unknown, without exception, against the "Released Parties" (defined below), except as may be prohibited by law. In consideration for the Section 1542, Saldana shall receive $10,000.00 from the gross settlement fund. Additionally, Saldana will seek and Brinker shall not oppose a request for an enhancement award for Plaintiff Veronica Saldana up to the amount of $5,000, which Plaintiff will seek for her work in resolving the case.~~

~~c. Release by PAGA Members and LWDA: All PAGA Members, including the Plaintiffs serving as proxy for the Labor and Workforce Development Agency ("LWDA") of the State of California will release all claims for civil penalties, attorneys' fees and costs, interest and other damages, against the Released Parties, within the definition of "Released PAGA Claims" (defined below).~~

~~d. Definition of "Released PAGA Claims" means: all claims for civil penalties under the Private Attorneys General Act that were alleged in Plaintiffs' PAGA Complaints, or reasonably could have been alleged based on facts stated in Plaintiffs' PAGA Notices to the LWDA, during the PAGA Release Period, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512,~~

~~1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12.~~

~~The period of the Release shall extend to the limits of the PAGA Release Period.~~

~~e. Definition of~~ 1.16. "PAGA ~~Release~~ Period" ~~means:~~ means the period from September 14, 2020 through ~~1)~~ either: (1) the date of Court Approval of the Settlement, or ~~2)~~ (2) the date upon which ~~Brinker elects~~ Defendants elect to conclude the release period pursuant to Paragraph ~~14.~~ 8.

1.17. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.18. "PAGA Member" means all non-exempt employees of Defendants who worked in California during the PAGA Period.

1.19. "PAGA Member Data" means PAGA Member identifying information in Defendants' possession including the PAGA Member's name, last-known mailing address, Social Security number, and the start and end dates of employment for each PAGA Member as well as Defendants' best estimates of the number of PAGA Pay Periods worked by each PAGA Member. This information will be provided to the Administrator only. PAGA Counsel can be advised of the total PAGA Members and PAGA Pay Periods worked by each PAGA Member contained within the PAGA Member Data only.

1.20. "PAGA Member Address Search" means the Administrator's investigation and search for current PAGA Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Members.

1.21. "PAGA Notices" means the following written notices submitted by Plaintiffs to the Labor and Workforce Development Agency by online filing and served on Defendants by certified mail, pursuant to Labor Code § 2699.3(a)(1)(A) or § 2699.3(c)(1)(A), as applicable, including any attachments: (a) Hale's notice dated September 8, 2021; (b) Hale's amended notice dated January 17, 2023; (c) Saldana's notice dated November 9, 2021; (d) Saldana's amended notice dated July 12, 2023; (e) Gomez's notice dated January 9, 2023; and (f) the amended notice(s) submitted on July 30, 2025 by Plaintiffs Saldana and Bryant.

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members and the 75% to LWDA in settlement of PAGA claims.

1.23. "PAGA Representatives" means Plaintiff Saldana, Bryant, Rodgers, Hale and Gomez.

1.24. "PAGA Representative Enhancement Payments" means the payments provided to the PAGA Representatives for their services as PAGA representatives.

1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the limited release being given by the State of California and PAGA Members for those claims described in Paragraph 5 below.

~~f. Definition of~~ 1.27. "Released ~~Parties":~~ Parties" means: Brinker Restaurant Corporation, Brinker International, Inc., and Brinker International Payroll Company, L.P., and each of the foregoing's respective past, present and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Brinker Restaurant Corporation, Brinker International, Inc., and/or Brinker International Payroll Company, L.P.; the past, present and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and any individual or entity which could be jointly liable with any of the foregoing.

1.28. "Settlement" means the disposition of the Actions, effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On September 8, 2021, Plaintiff Hale provided written notice to the LWDA of her intent to seek PAGA penalties, which she later amended in a written letter dated January 17, 2023.

2.2. On November 9, 2021, Plaintiff Saldana provided her first notice to the LWDA of her intent to seek PAGA penalties.

2.3. On December 14, 2021, Plaintiff Saldana commenced the Saldana Action by filing a class action complaint against Defendants.

2.4. On December 29, 2021, Plaintiff Saldana filed a First Amended Complaint alleging a cause of action for civil penalties under PAGA based on alleged violations for (1) failure to pay wages for all hours worked, including regular and overtime hours, in violation of California Labor Code sections 223, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198; (2) failure to provide compliant meal and rest periods in violation of California Labor Code sections 218.5, 226.7, 512, 1198; (3) failure to provide reimbursement for all necessary business expenses in violation of California Labor Code section 2802; (4) failure to provide accurate wage statements in violation of California Labor Code section 226(a); (5) failure to maintain requisite payroll records in violation of California Labor Code section 1174(d); (6) failure to pay all earned wages timely and upon discharge in violation of California Labor Code sections 201-204 and 210; and (7) engaged in unfair business practices in violation of California Business & Professions Code section 17200.

2.5. On January 9, 2023, Plaintiff Gomez provided written notice to the LWDA of his intent to seek PAGA penalties.

2.6. On July 12, 2023, Saldana amended her November 9, 2021 LWDA notice to include allegations involving Ahmone Bryant and Susan Rodgers.

2.7. On November 7, 2024, the Parties participated in an all-day mediation presided over by mediator Dave Carothers which led to this Agreement to settle the Actions.

2.8. Prior to mediation, PAGA Counsel obtained, through informal discovery, statistical data, including records of Defendants' employees, which consisted of clock-in and clock-out times, times taken for meal periods, wages earned during the relevant pay periods, written policies and procedures on meal periods, rest periods, overtime compensation, and reimbursement for business expenses, and the number of pay periods and PAGA Members. PAGA Counsel has represented that the investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.9. On July 30, 2025, Plaintiffs Saldana and Bryant filed an amended notice to the LWDA to add all alleged labor code violations that were not included in the prior PAGA Notices but are part of the "Released PAGA Claims" set forth below, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12. Provided that the LWDA does not provide the Parties with notice of its intent to investigate, which is an express condition precedent to this agreement, Plaintiffs Bryant and Rodgers shall amend the First Amended Complaint in the Action (Ahmone Bryant, et al. v. Brinker Restaurant Corporation, et al., San Francisco Superior Court Case No. CGC-23-608589) to add claims consistent with the scope of the amended PAGA notice ("Operative Complaint"). For purposes of this Agreement, "Operative Complaint" means the amended complaint filed in the Action that adds claims consistent with the amended PAGA notice submitted on July 30, 2025. Should the LWDA choose to respond, the Parties shall reengage settlement discussions in conjunction with the mediator or another neutral should Dave Carothers be unavailable.

2.10. The Parties agree that this Agreement will resolve the claims asserted in both Actions, as well as the alleged violations submitted in each PAGA Notice.

2.11. Defendants deny the allegations in the Actions, deny any failure to comply with the laws identified in the Action, and deny any and all liability for the causes of action alleged.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay One Million Six Hundred Forty-Seven Thousand Five Hundred Dollars and No Cents ($1,647,500), except as provided in Paragraph 8, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Settlement, which is currently estimated to be $549,166.67, and PAGA Counsel Litigation Expenses Payment of not more than $150,000.00, as supported by declaration. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed $75,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $75,000, the Administrator will retain the remainder in the Net Settlement Amount.

~~g. Plaintiff's counsel shall within 7 business days of the execution of the long form Settlement Agreement file an Amended PAGA Claim Notice with the LWDA to add all claims to the amended PAGA claim notice that were not included in the prior Notice to the LWDA but are part of the Released Claims set forth in the MOU. Provided that the LWDA does not provide Plaintiff and Defendants with notice of its intent to investigate, which is an express condition precedent to this agreement, Plaintiffs shall amend the operative complaint to add claims~~

~~consistent with the scope of the Amended PAGA Claim Notice for which a release is being provided.~~

~~h. The parties shall use best efforts to finalize the long form settlement agreement within 21 days. Plaintiff's counsel will draft the long-form settlement agreement, motion for approval, and all supporting papers, for Defendants' review. The Parties agree to work together in good faith to file the motion for preliminary approval within 30 calendar days of the date of the execution of this Memorandum of Understanding.~~

~~8. Brinker will not oppose a request by Plaintiffs for an enhancement payment of up to $10,000 each as referenced in Paragraph 7(a)-7(b), to be deducted from the Settlement Fund Amount, in exchange for his/her service as PAGA Representatives and in exchange for their general release. This enhancement payment is in addition to the payment to which she/he is entitled as a PAGA Member. In the event that the Court reduces or does not approve the requested PAGA Representative enhancement payment, Plaintiffs shall not have the right to revoke this MOU or the Stipulation of Settlement, and it will remain binding.~~

~~9.~~ 3.2.3. To the LWDA and PAGA Members: The ~~Parties designate that the~~ entire Net Settlement ~~Fund~~ Amount will be allocated ~~for violations of PAGA. This amount will be~~ to PAGA Penalties, with 75% allocated ~~as follows: 75% will be payable~~ to the LWDA PAGA Payment and ~~the remaining~~ 25% ~~will be payable~~ allocated to the Individual PAGA ~~Members. The PAGA penalties will be reported as 1099 payments and not as taxable wages.~~ Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4. To Plaintiffs: In consideration for Plaintiffs service as PAGA Representatives in connection with the Action, including (without limitation) their significant efforts to assist counsel in investigating and prosecuting the claims, communications with counsel, review of pleadings and settlement documents, participation in the settlement process and mediation, their full-day depositions (for Hale and Gomez), and their agreement to take on the added time, inconvenience, and responsibilities that come with serving as representative plaintiffs, Plaintiffs shall each receive a PAGA Representative Enhancement Payment of not more than $2,500.

3.2.5. Defendants will not oppose Plaintiffs' requests for a PAGA Representative Enhancement Payment that does not exceed the amount stated above. If the Court approves

PAGA Representative Enhancement Payments less than the amount requested or does not approve the requested PAGA Representative Enhancement Payments, the Administrator will retain the remainder in the Net Settlement Amount. The PAGA Representative Enhancement Payments are not a material term of this Agreement and if the Court approves PAGA Representative Enhancement Payments less than the amount requested or does not approve the requested PAGA Representative Enhancement Payments, it shall not result in the Agreement being void. The Administrator will pay the requested PAGA Representative Enhancement Payments using IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Member Data. Within ten (10) calendar days after the Effective Date, Defendants will deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.2. Funding of Gross Settlement Amount. Within ten (10) calendar days after the Administrator receives the PAGA Member Data described in Paragraph 4.1, the Administrator will provide Defendants a final accounting of the funds necessary to fully fund the Gross Settlement Amount (the "Final Accounting"). Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within twenty-one (21) calendar days after Defendants receive the Final Accounting. In no event shall the Administrator provide the Final Accounting later than twenty-one (21) calendar days after the Effective Date, absent written agreement of the Parties or Court order.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail to each PAGA Member a letter, mutually agreed upon by the Parties, describing the Settlement and the PAGA Member's Individual PAGA Payment (the "PAGA Letter"), together with the Individual PAGA Payment check. Within the same fourteen (14) day period, the Administrator will remit the LWDA PAGA Payment to the LWDA and will issue checks for the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payments, in each case in the amounts approved by the Court. The Administrator will not disburse the PAGA

Counsel Litigation Expenses Payment before the Administrator disburses the Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Member via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date when the check will be voided. Checks for the Individual PAGA Payments will become void 180 days after mailing. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.3.3. The Administrator shall provide bi-weekly reports to PAGA Counsel and Defense Counsel detailing the status of check distributions, including the total number of checks issued, cashed, and outstanding. The Administrator shall also include in its reports proof of re-mailing for all returned checks and a summary of any additional efforts made to locate PAGA Members.

4.3.4. Second Attempt for Uncashed Checks. For any PAGA Member whose Individual PAGA Payment check remains uncashed ninety (90) calendar days after the date of mailing, the Administrator shall take a second attempt to facilitate payment as follows: (a) the Administrator shall update the PAGA Member's address using the National Change of Address Database; (b) if the Administrator identifies an updated address, the Administrator shall place a stop payment on the original check and shall issue and mail a replacement check to the updated address; (c) if the Administrator does not identify an updated address, the Administrator shall mail a reminder notice to the PAGA Member at the last known address advising that the check remains outstanding, stating the void date, and providing instructions for requesting a replacement check; and (d) if the reminder notice is returned as undeliverable without a USPS forwarding address, the Administrator shall conduct a PAGA Member Address Search and shall re-mail the reminder notice (and, if requested by the PAGA Member, a replacement check) to any address identified through that search. Any replacement check issued under this § 4.3.4 will become void one hundred eighty (180) days after the date of mailing of the replacement check.

4.3.5. For any PAGA Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Unclaimed Property Fund.

4.3.6. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs Saldana, Bryant, Rodgers, Hale and Gomez, as proxies for the State of California, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Release by Plaintiffs, PAGA Members, and the LWDA: As of the date Defendants fully fund the Gross Settlement Amount, all Plaintiffs, PAGA Members, and the LWDA and State of California are deemed to release, on behalf of themselves, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notices, during the PAGA Period, including but not limited to the following: failure to pay for all hours worked; failure to pay all wages due; failure to pay premiums due, failure to provide compliant meal and rest periods; failure to reimburse reasonable business expenses; failure to provide accurate wage statements; failure to maintain requisite payroll records, failure to timely pay wages, failure to timely pay all wages due upon discharge; Labor Code sections 226.7, 246, 512, 1198, 2802, 223, 226, 201-204, 210, 510, 512, 1194, 1194.2, 1197, 1198, 1174; and Industrial Welfare Commission Wage Order No. 5-2001, sections 3, 4, 5, 7, 11, and 12. The State of California may not pursue the same PAGA claims in any representative capacity (including by and through alleged aggrieved employees) that are being released herein in another action.

5.2. Release by PAGA Counsel: PAGA Counsel, on behalf of themselves and their present and former attorneys, employees, agents, successors, and assigns, release the Released Parties from any and all claims for attorneys' fees, costs, or expenses incurred in connection with the Action, the Operative Complaint, and the PAGA Notices, except for the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, in each case only to the extent approved by the Court and payable under this Agreement. Nothing in this Paragraph releases, limits, or waives PAGA Counsel's right to seek Court approval of, receive, or enforce payment of the PAGA Counsel Fees Payment or the PAGA Counsel Litigation Expenses Payment, or to enforce this Agreement and any Approval Order or Judgment entered in connection with the Settlement.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

6.1. Plaintiff's Responsibilities. Within 30 calendar days after the Parties execute this Agreement, PAGA Counsel shall prepare and send to Defendants' Counsel a motion for approval of this Agreement ("Motion") pursuant to California Labor Code § 2699(s)(2), advocating that the terms of the Settlement are fair, adequate, and reasonable. Defendants shall have 5 days to review the Motion and make any revisions. The Parties agree to meet and confer in good faith about the Motion before Plaintiffs file the Motion. Defendants shall not oppose such a motion provided that it is consistent with the terms of this Agreement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected CPT GROUP to serve as the Administrator and verified that, as a condition of appointment, CPT GROUP agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their 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. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities, if required.

7.3. 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.

7.4. Administrator Duties. The Administrator will perform or observe all tasks assigned to the Administrator under this Agreement. Without limiting the foregoing, within ten (10) calendar days after the Effective Date, Defendants will provide to the Administrator the PAGA Member Data in Microsoft Excel format. The Administrator will update addresses using the National Change of Address database before mailing any PAGA Letters or Individual PAGA Payment checks. The timing and procedures for mailing the PAGA Letter and Individual PAGA Payments, re-mailing and address searches, replacement checks, bi-weekly reporting, check voiding, and escheatment are governed by § 4.3 and §§ 4.3.1-4.3.5.

7.5. No Right to Object or Request Exclusion. The Parties agree that there is no statutory right for any PAGA Member to object to, opt out of, or otherwise exclude himself or herself from the Settlement.

~~10. Brinker will not oppose an application for an award to Plaintiffs' Counsel, from the Settlement Fund Amount, of up to one-third of the Settlement Fund Amount in attorneys' fees, plus actual costs and expenses, of up to $45,000, as supported by declaration. Even in the event that the Court reduces or does not approve the requested Plaintiffs' Counsel Award and costs, Plaintiffs' Counsel shall not have the right to revoke this MOU or this settlement, and it will remain binding.~~

~~11. The Parties will jointly select a Settlement Administrator on the basis of cost and competence, with the best interests of the PAGA Members in mind. The Settlement Administrator will be selected after receiving bids from three (3) total potential administrators. Fees of the Settlement Administrator shall be paid out of the Settlement Fund Amount. The Stipulation of Settlement shall make clear that Plaintiffs, Plaintiffs' counsel, Brinker, and Brinker's counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions.~~

~~12. Brinker shall transmit the names and contact information including last known email address, confidentially for all PAGA Members to a mutually agreed upon Settlement Administrator 21 calendar days after the entry of a Court order approving the Settlement (the "PAGA Members List"). The PAGA Members List provided by Brinker to the administrator as part of the administration process shall also list the start and ends dates of employment for PAGA Members, as well as Defendant's best estimates of number of pay periods worked by each PAGA Member. The Parties agree the PAGA Members' contact information and Social Security numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the PAGA Settlement and will not be provided to Plaintiffs' Counsel at any time or in any form. The Settlement Administrator shall take reasonable steps to protect the confidential and private information of the PAGA Members. To the extent that Plaintiffs' Counsel possesses or comes to possess the PAGA Members' contact information and/or Social Security numbers, Plaintiffs' Counsel shall destroy all such information (including copies and data or information derived therefrom) within sixty (60) days of the date the Court approves the PAGA Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose.~~

~~13. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, Enhancement Fee, and the Net Settlement Amount to be paid to the LWDA and PAGA Members above will be treated and reported for tax purposes as non-wage~~

~~payments and the Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.~~

~~14. Brinker represented~~ 8. PAGA MEMBER SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendants estimate that there are approximately 28,533 PAGA Members who worked approximately 694,859 pay periods from September 14, 2020, through October 16, 2024. Plaintiffs have relied upon this material representation in entering into this ~~MOU.~~ Agreement. Should the actual number of pay periods worked ~~within~~ from September 14, 2020 through the ~~PAGA Release Period~~ date of Court Approval of the Settlement increase more than 10% over the 694,859 represented pay periods (764,345 pay periods), ~~Brinker~~ Defendants can elect to do one of the following: (1) extend the ~~Release~~ PAGA Period to the date of Court Approval of the Settlement by agreeing to increase the ~~gross distributed funds~~ Gross Settlement Amount on a pro rata basis as to the additional pay periods included within the ~~Release~~ PAGA Period above the 10% mark of 764,345 pay periods, or (2) elect to conclude the PAGA ~~Release~~ Period as of the date that the total pay periods are equal to or less than 694,859 pay periods. ~~Brinker~~ Defendants shall communicate its election no later than the date of the hearing for Settlement Approval. For the avoidance of doubt, any increase to the Gross Settlement Amount caused by this Paragraph shall apply to PAGA Counsel's fees such that they shall be equal to one-third (1/3) of the amount of the escalated Gross Settlement Amount.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. NOTICE OF SETTLEMENT TO LWDA. Plaintiffs and PAGA Counsel shall provide notice to the LWDA of the proposed settlement as required by California Labor Code section 2699, subdivision (s), as well as any other information required by law to be provided to the LWDA to effectuate the terms of this Agreement.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Actions and Plaintiffs reserve the right to contest Defendants' 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. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

11.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

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

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

~~15.~~ 11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit ~~Plaintiffs'~~ PAGA Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) in court filings, including in their respective firm resumes, and/or (ii) in all necessary motions and supporting memoranda related to approval of the Settlement, or any filings with the LWDA. This provision also does not limit ~~Plaintiffs'~~ PAGA Counsel from complying with ethical obligations or responding to inquiries from PAGA Members. Following Entry of Judgment, Plaintiffs and ~~Plaintiffs'~~ PAGA Counsel shall not issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, and shall not post any information on their respective websites or in other advertising that identifies the Actions or Settlement in any matter that identifies ~~Brinker.~~ Defendants.

Nothing in this agreement prevents PAGA Representatives from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that PAGA Representatives have reason to believe is unlawful. Further, nothing precludes PAGA Representatives from exercising their rights under Section 7 of the NLRA or under similar state law to engage in protected, concerted activity with other employees, including discussing compensation or terms and conditions of employment.

11.12. Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Member Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of PAGA Member Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

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11.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to seek Court approval of the settlement and to effectuate the terms of this Agreement. The Parties further stipulate, pursuant to CCP § 583.330(a), that the time within which the Actions must be brought to trial under CCP § 583.310 will be extended for the entire period beginning on execution of this Agreement and continuing through the Court's approval of the settlement and completion of all settlement administration and performance required by this Agreement, including any period during which the Actions are stayed for those purposes.

11.18. Enforcement Action. If one or more of the Parties institute any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and or obligations under this Agreement, the successful Party or Parties

will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any such enforcement action or proceeding, including any appeal.

11.19. Continuing Jurisdiction. The Parties stipulate and jointly request that, pursuant to CCP § 664.6, the Court retain jurisdiction over the Parties and the Settlement to enforce this Agreement until full performance of all obligations under this Agreement is completed.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Agreement between Plaintiffs and Defendant as of the date(s) set forth below:

SIGNATURES BEGIN ON FOLLOWING PAGE

READ CAREFULLY BEFORE SIGNING

~~16. Brinker expressly denies any liability. Neither this MOU nor the Stipulation of Settlement shall constitute an admission of liability, or the accuracy, veracity, or legitimacy of any allegation made by Plaintiffs or his/her counsel.~~

~~17. Neither Brinker nor their counsel shall have any liability for any tax implications related to the receipt of settlement funds herein, including by the settlement administrator. Any and all such liability and/or obligations shall be borne solely by the recipients of any funds to be paid by Brinker herein, except that in no case shall any PAGA Member be required to pay, reimburse, or indemnify Brinker for any amounts characterized or recharacterized as employer-side tax liabilities. The Parties acknowledge neither Brinker nor Plaintiffs' counsel have provided any tax-related advice whatsoever.~~

~~18. The Parties shall present the Stipulation of Settlement to the Court for Approval through a noticed motion requesting approval of the settlement. Plaintiffs shall move expeditiously to file a Motion for Approval after the Parties execute the long-form Stipulation of Settlement.~~

~~IT IS SO AGREED.~~

~~SIGNATURES ON FOLLOWING PAGE~~

EXHIBIT 13

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Attorneys for Plaintiff Alyssa Webb,

FILED
Superior Court of California
County of Los Angeles

JUL 08 2025

David W. Slayton, Executive Officer/Clerk of Court
By: J. Cruz, Deputy

Electronically Received 03/19/2025 07:23 PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TAMIKO BROOKS and ALYSSA WEBB, as individuals and on behalf of all others similarly situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE OF CALIFORNIA, LLC, a Delaware Limited Liability Company; HOME CARE ASSISTANCE, INC., a California Corporation; HOME CARE ASSISTANCE, LLC, a Delaware Limited Liability Company, and DOES 1 through 100,

Defendants.

Case No. 21STCV06850

[*Case assigned for all purposes to the Hon. Doreen B. Boxer, Dept. 19*]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES AND COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENT

RESERVATION ID 600106760667

Date: July 8, 2025
Time: 8:30 a.m.
Dept.: 19

Action Filed: February 22, 2021
Trial Date: None Set

08/05/2025

[PROPOSED] JUDGMENT AND ORDER

The Motion of Plaintiffs Tamiko Brooks and Alyssa Webb (collectively, "Plaintiffs") for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on July 8, 2025, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of Plaintiffs' Motion, entered into between Plaintiffs and Defendant TheKey of California, LLC f/k/a Home Care Assistance of California, LLC ("Defendant"), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*l*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs' Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payments, and HEREBY ORDERS as follows:

1. The "PAGA Aggrieved Employees" will be defined as: "all Defendant's current and former non-exempt caregiver employees in California who worked at any time during the PAGA Period."

2. The "PAGA Period" is defined as August 21, 2019 to June 21, 2024.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Gross Settlement Amount of $3,700,000.00 to the Settlement Administrator within sixty-five (65) calendar days of the date of this Order.

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims ("PAGA Notice"), which will be mailed via First-Class U.S. Mail to the PAGA Aggrieved Employees along with the Individual PAGA Payments.

6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

7. Within ten (10) business days of the date of this Order, Defendant will provide the Settlement Administrator with the full names, mailing addresses, telephone numbers, social security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved Employees.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved Employees within the time limits specified in the Settlement Agreement.

9. The Court finds that attorneys' fees in the total amount of $1,233,333.33 and reimbursement of litigation costs of $30,511.01 to Haines Law Group, APC, and $22,004.29 to Justice Law Corporation, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator will be paid $29,950 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the Plaintiffs' Representative Service Payments in the amount of $5,000.00 to each Plaintiff ($10,000.00 total) is appropriate for the risks they undertook and their service to the PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $1,780,651.03 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the PAGA Settlement Agreement.

08/05/2025

13. The court approves the limited scope of the releases contained in the Settlement Agreement.

a. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties[1] from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

b. Upon the Effective Date, as defined in the Settlement Agreement, All PAGA Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all PAGA claims that are based on the Labor Code violations pled in the Operative Complaint or Plaintiffs' PAGA Notices, or which could have been pled in the Operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees other than Plaintiffs will not be releasing any underlying

[1] "Released Parties" is defined in the Settlement Agreement as: "Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. For clarity, "Released Parties" includes, but is not limited to, TheKey of California, LLC (f/k/a Home Care Assistance of California, LLC), Home Care Assistance, Inc., TheKey Holdings, LLC (f/k/a Home Care Assistance Holdings, LLC) and TheKey, LLC (f/k/a Home Care Assistance, LLC).

08/05/2025

wage and hour claims through this Settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.

c. Upon the Effective Date, as defined in the Settlement Agreement, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

14. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 7/8/2025

Doreen B. Boxer
Judge of the Superior Court

08/05/2025

Electronically Received: 11/15/2024 6:46 PM

FILED
KERN COUNTY SUPERIOR COURT
12/13/2024

BY Fogerson, Vickie
DEPUTY

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ALEJANDRO ORTEGA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas limited liability company; and DOES 1 through 100,

Defendants.

Case No.: BCV-23-102240-BCB

[*Assigned for all purposes to the Hon. Bernard C. Barmann, Jr., Bakersfield Division H*]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES AND COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENT

Date: December 13, 2024
Time: 8:30 a.m.
Dept: Bakersfield Division H

Action Filed: July 12, 2023
Trial Date: None Set

~~[PROPOSED]~~ JUDGMENT AND ORDER

The Motion of Plaintiff Alejandro Ortega ("Plaintiff") for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on December 13, 2024, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff's Motion, entered into between Plaintiff and Defendant Key Energy Services, LLC ("Defendant"), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*l*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payment, and HEREBY ORDERS as follows:

1. The "PAGA Aggrieved Employees" will be defined as: "all of Defendant's current and former non-exempt employees in California who held the job title(s) of Rig Services, Coiled Tubing, and/or Fishing and Rental, and who worked at any time during the PAGA Period."

2. The "PAGA Period" is defined as July 12, 2022 to March 25, 2024.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Maximum Settlement Amount of $265,000.00 to the Settlement Administrator within 30 calendar days after the "Effective Date," as that term is defined in the PAGA Settlement Agreement.

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///

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims ("PAGA Notice"), which will be mailed via First-Class U.S. Mail to the PAGA Aggrieved Employees along with the Individual Settlement Payments.

6. The Court hereby appoints Phoenix Class Action Administration Solutions as the Settlement Administrator.

7. Within ten (10) business days after this Court signs this Judgment and Order, Defendant will provide the Settlement Administrator with the full names, last known mailing addresses, last known telephone numbers, social security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved Employees.

8. The Settlement Administrator is directed to mail the Individual Settlement Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved Employees within the time limits specified in the Settlement Agreement.

9. The Court finds that attorneys' fees in the total amount of $88,333.33 and reimbursement of litigation costs of $21,769.23 to Haines Law Group, APC, is fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator will be paid $4,500 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the Plaintiff's Representative Enhancement Payment in the amount of $5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $109,048.08 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the PAGA Settlement Agreement.

13. The court approves the limited scope of the release contained in the Settlement Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff, the State of California, the LWDA, and the PAGA Aggrieved Employees will fully and finally release Defendant, its past and present parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, members, managers, managing agents, officers, directors, employees, agents, attorneys, insurers, successors and assigns from any and all liability for all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action and Plaintiff's July 12, 2023 PAGA Notice letter to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees other than Plaintiff will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

14. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: December 13, 2024

Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court

Signed: 12/13/2024 09:00 AM

7/21
F8401

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Attorneys for Plaintiff

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION
AUG 07 2020
STEPHANIE CAMERON, CLERK
BY:

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

IRMA FERREYRA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California Corporation; SUNWEST FRUIT CO., INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No. VCU276487

[*Assigned for all purposes to the Hon. Bret D. Hillman, Dept. 7*]

[~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S RENEWED MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED

[PROPOSED] JUDGMENT AND ORDER

The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE FOLLOWING:

1. The "Aggrieved Employees" shall be defined as:

> All current and former non-exempt employees who received at least one wage statement from Defendant Alvarez Harvesting, Inc. in California from September 27, 2017 through January 30, 2019.

2. The "PAGA Period" means the time period from September 27, 2017 through January 30, 2019.

3. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

4. The Court orders that Defendants shall pay the Maximum Settlement Amount of $240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order is entered, as provided for in the Settlement Agreement.

///

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement, which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish along with the Individual Settlement Payments.

6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

7. Within ten (10) business days of the date this Order is entered, Defendants will provide the Settlement Administrator with a list containing the Aggrieved Employees' full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked during the PAGA Period, and Social Security numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved Employees during the PAGA Period.

8. The Settlement Administrator is directed to mail the Individual Settlement Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and Release of Claims to the Aggrieved Employees within two (2) business days after receiving approval by counsel for the parties of the anonymized spreadsheet containing the Individual Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said payments.

9. The Court finds that attorneys' fees in the amount of $80,000.00 for Plaintiff's Counsel, and reimbursement of litigation costs of $3,946.58 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid $6,000.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that an enhancement award of $5,000.00 to Plaintiff is fair and reasonable in recognition of the contributions she has made and the risks she undertook on behalf of the Aggrieved Employees and the State of California, as well as her general release of claims

against Defendants, including her underlying wage and hour claims, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $108,790.06 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

13. The court approves the limited scope of the PAGA Release contained in the Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved Employees will release Defendants and Defendants' affiliated companies and their respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA period ("PAGA Released Claims").

14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties, and will be forever barred from pursuing any and all of the PAGA Released Claims against the Released Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 8/7, 2020

Honorable Bret D. Hillman
Judge of the Superior Court

14964107

FILED
ALAMEDA COUNTY
AUG 02 2018
CLERK OF THE SUPERIOR COURT
By Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and on behalf of all other similarly situated aggrieved employees, Plaintiff, v. TARGET CORPORATION, and DOES 1-10, inclusive, Defendants.	CASE NO. RG17853948 [~~PROPOSED~~] ORDER GRANTING JOINT MOTION FOR APPROVAL OF SETTLEMENT AND JUDGMENT THEREON; AND AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS Date: July 24, 2018 Time: 3:00 p.m. Dept: 23 Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have approved of, the terms of the Settlement. The Court further finds that, although no one other than the LWDA has standing to object to the terms of the Settlement, no other objection to the Settlement has been received by the Court.

The Court further finds that executing the seating program set forth in Section II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool if requested, complies with Section 14 of Wage Order 7-2001.

The Court additionally finds that the dismissal of the PAGA cause of action in *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that because the PAGA cause of action in *Thompson* was brought solely as a representative action under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or otherwise challenge the dismissal.

Accordingly, the Court hereby orders, adjudges, and decrees as follows:

1. The Parties, their Counsel, and the Settlement Administrator shall take all steps necessary to implement and consummate the Settlement according to the terms and provisions, including but not limited to the parties effectuating the dismissals of *Murphy v. Target Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three Million, Six Hundred Thousand Dollars and No Cents ($3,600,000.00), plus costs in the amount of Two Hundred Thousand Dollars and No Cents ($200,000.00). The Court finds the attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy, Candi Perry, and Stacy Thompson, Twenty Thousand Dollars ($20,000.00) each for the time they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and the aggrieved employees. All of these amounts shall be deducted from the $9 million settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

3. Without affecting the finality of this Judgment or the Settlement, this Court shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the parties to this action to ensure effectuation of the Settlement in accordance with the terms of the Settlement and this Judgment.

4. To the extent any settlement checks are uncashed by the deadline provided in the Settlement, or in the event there any other undistributed settlement funds, such funds shall be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Bus. & Prof. Code sections 6216 to 6223.

5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the LWDA, and all individuals who worked for Defendant in California as a Cashier as that term is defined in the Settlement Agreement at any time from April 14, 2008 through the date of this Order.

6. Except as otherwise provided by the Settlement, each side shall bear their own attorneys' fees and costs.

IT IS SO ORDERED.

DATED: 8/2/18

HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE

MINUTE ORDER

DATE: 07/24/2018 TIME: 02:00:00 PM DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown
CLERK: E. Brown
REPORTER/ERM: T. Huffman CSR# 13789
BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017
CASE TITLE: **Grace vs. Flowmaster Inc**
CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES
Theresa Mak, counsel, present for Defendant(s).
Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately $3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by $100. Flowmaster contends its exposure is limited to $576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for $750,000. The settlement includes attorneys' fees of $247,500 (33% of the settlement), $15,588.67 in costs, a $10,000 service payment to Plaintiff, and up to $5,000 in claims administration costs. The net settlement amount is $471,911.33. 75% of that amount ($353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% ($117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig*., 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com*., 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id*., at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id*.)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc*. 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc*., 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]named employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id*., at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of $750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias*, *supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of $247,500 (33%) from the $750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million." (See, e.g *Martin v. AmeriPride Servs.,* 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the $15,588.67 in litigation costs are reaosnable.

Further, the $10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp*. (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the $5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

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CASE NAME:	Resendez v. Bridgestone Retail Operations, LLC
CASE NO.:	BC596892
HEARING DATE:	6/13/16
DEPARTMENT:	37
CALENDAR NO.:	9
TRIAL DATE:	2/14/17
NOTICE:	OK
SUBJECT:	Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY:	Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY:	None

FILED
Superior Court of California
County of Los Angeles
JUN 13 2016
Sherri R. Carter, Executive Officer/Clerk
By K. Mason Deputy

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (*l*).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

06/15/2016

provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)[1]

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of $950,000. After deducting one-third of the GSA ($316,666.66) for attorney fees, attorney costs ($7,005.82), an enhancement award for Plaintiff ($10,000), and settlement administration costs ($30,000), the settlement provides for distribution of a PAGA penalty fund of no less than $585,833.34, with no less than $439,375 to be paid to the LWDA, and no less than $146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

[1] As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

employees.[2] Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of $842,511 for the failure to include an address on wage statements and $178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of $1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 [" 'Empirical studies show

06/15/2016

[2] Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is $48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' ".) In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving $10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving $18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of $7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the $30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of $30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of $10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 [" 'Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' "].) Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

06/15/2016

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Superior Court of California
County of Los Angeles

Shelley Pickett, *et al.*, Plaintiff, vs. 99 Cents Only Stores, et al. Defendants.	Case No.: **BC473038** ~~Tentative~~ Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
Sherri R. Carter, Executive Officer/Clerk
By S. [illegible] Deputy
Steve Tembladar

Hearing Date: August 1, 2017
Department 54, Judge Ernest M. Hiroshige
Motion for Approval of Representative Action Settlement
Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")
Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) $75,000 to be paid to the California Workforce Development Agency; (3) $12,500 to be paid to each of the two Plaintiffs; and (4) $1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017

Judge Ernest M. Hiroshige

08/03/2017

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County of Los Angeles
SEP 24 2020
Sherri R. Carter, Executive Officer/Clerk of Court
By _____, Deputy
Lori M'Greene

FILED
Superior Court of California
County of Los Angeles
SEP 24 2020
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Attorneys for Plaintiff
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FAXED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN CATALINA VARGAS, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[*Assigned for all purposes to the Carolyn B. Kuhl, Dept. SSC-12*]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020
Time: 1:45 p.m.
Dept.: SSC-12

Complaint Filed: June 5, 2018
Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

This matter came on regularly for hearing before this Court on ~~July 21, 2020 at 1:45 p.m.~~ Sept. 24, 2020 at 10:00 am. Having considered the parties' Stipulation for PAGA Settlement ("Settlement");[1] the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:

> All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.

2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.

3. The Court hereby approves the settlement set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of $1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

[1] All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

5. The Court hereby approves, as to form and content, the explanatory Notice submitted by the parties and included as Exhibit A to the Settlement.

6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

7. Within fourteen (14) business days of the Effective Date, Defendant shall provide the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names, last known addresses, social security numbers, and dates of employment and/or number of pay periods worked during the PAGA Period.

8. The Settlement Administrator is directed to mail the individual PAGA payments and the Notice to the Allegedly Aggrieved Employees within five (5) business days after Defendant provides the Settlement Fund to the Settlement Administrator.

9. The Court finds that attorneys' fees in the amount of $639,166.67 for Plaintiff's counsel, and reimbursement of litigation costs of $29,396.60 to Plaintiff's counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's counsel as provided for in the Settlement.

10. The Court orders that Phoenix Settlement Administrators shall be paid $11,000 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the Representative Plaintiff Service Award of $5,000.00 to Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions she has made and the risks she undertook in representing the State of California and the LWDA in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

12. The Court finds that the distribution of the PAGA Fund to the LWDA and to Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees in accordance with the terms of the Settlement.

13. The court approves the scope of the release set forth in the Settlement. Following

entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims against the Released Parties for civil penalties they and the State of California may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6) untimely payment of earned wages during employment and at separation of employment, (7) non-compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any other Labor Code violations that were alleged in the Complaint, or that could have been alleged in the Complaint based on the facts alleged in the Complaint, which includes alleged violations of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims"). "Released Parties" means Defendant and each and all of its present, former and future controlling persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, shareholders, owners, officers, directors, principals, employees, agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions, predecessors, successors, and assigns. This release in no way affects any claim an Allegedly Aggrieved Employee may have against the Released Parties for unpaid wages.

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14. ~~Upon entry of this Final Order and Judgment and upon the Effective Date~~ (Upon payment being made in accordance with paragraph 4 hereof), the Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees from instituting or prosecuting any of the "Released Claims" against the "Released Parties," which were fully and completely resolved as part of the Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

15. The Settlement Administrator shall make a final report confirming the final distribution of funds on or before Aug. 4, 2021. A Non-Appearance Case Review Re: Submission of the Final Report of Disbursement is scheduled for Aug. 11, 2021 at 4:30 ~~a.m.~~/p.m.

IT IS SO ORDERED.

Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
Honorable Carolyn B. Kuhl
Judge of the Superior Court

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(*Additional counsel of record on next page*)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a California Limited Liability Company; and DOES 1 through 100,

Defendants.

No. 19STCV23623

~~**[PROPOSED]**~~ **ORDER GRANTING JOINT MOTION FOR APPROVAL OF PAGA SETTLEMENT (Cal. Lab. Code § 2699(*l*)(2)) AND PLAINTIFF'S MOTION FOR APPROVAL OF REASONABLE ATTORNEYS' FEES AND COSTS AND ENHANCEMENT AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr., Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

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Attorneys for Defendant
SDX Home Care Operations, LLC

On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 *et seq*., and on plaintiff's motion for reasonable attorneys' fees and costs and enhancement award.

The Court having read and considered the parties' Settlement Agreement (the "Settlement Agreement" or "Settlement"), the papers on the motions, the arguments of counsel, the parties' joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the alleged aggrieved employees pursuant to the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS the parties' joint motion and plaintiff's motion and HEREBY ORDERS as follows:

1. All terms used for purposes of this order, not otherwise defined, will have the same meaning as given in the Settlement. A copy of the Settlement Agreement executed between the Parties is attached as Exhibit A to this order.

2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and Workforce Development Agency (the "LWDA") has been given notice of the Settlement and the joint motion for approval of the Settlement and plaintiff's motion; on April 15, 2020, plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. The Court finds and determines that this notice of the Settlement complied with the statutory requirements of PAGA.

3. The Court confirms approval of the Settlement with respect to the following group of individuals ("Settlement Group Members"):

> All non-exempt employees employed by defendant SDX Home Care Operations, LLC, in California as "Caregivers" or "Home Health Assistants" from April 24, 2018, through June 30, 2020.

///

4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the Settlement according to its terms.

5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the "Cover Letter"), attached as Exhibit A to the Settlement Agreement, fairly and adequately describes the Action, the approved Settlement, and the manner in which Settlement Group Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along with the Settlement Share checks.

6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable.

7. Phoenix Settlement Administrators is appointed to act as the Settlement Administrator, pursuant to the terms of the Settlement Agreement.

8. The Court finds that attorneys' fees in the amount of 35% of the Total Settlement Amount ($280,000.00) for plaintiff's counsel, and reimbursement of litigation costs of $25,534.58 to plaintiff's counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to plaintiff's counsel as provided for in the Settlement.

9. The Court orders that the Settlement Administrator shall be paid $3,500.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

10. The Court finds that a Representative Plaintiff's Payment of $5,000.00 to plaintiff is fair and reasonable in recognition of the contributions she has made and the risks she undertook on behalf of the Settlement Group Members and the State of California, and orders that the Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

11. The Court finds that the amount of $364,474.06 (representing 75% of the PAGA civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement.

12. The Court authorizes the Settlement Administrator to calculate and pay the Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment, the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at the same time as the Settlement Shares.

13. Defendant is ordered to provide to the Settlement Administrator not later than 14 days after this order becomes Final the names, last known mailing addresses and telephone numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members. This information will not be disclosed to plaintiff or her counsel, and may be used solely for purposes of administering the Settlement.

14. All payments due under the Settlement will be made pursuant to the Settlement.

15. If a Settlement Share check comes back to the Settlement Administrator as non-deliverable, the Settlement Administrator will make reasonable efforts to find a current address for the Settlement Group Member and re-mail the check.

16. If a Settlement Group Member fails to cash the check for his or her Settlement Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where the check was returned as non-deliverable, within 180 days after the initial mailing or within 90 days after it is mailed to the new address for the Settlement Group Member, whichever is later), the Settlement Administrator will transfer the money represented by the check to the California State Controller's Office Unclaimed Property Fund with an accounting of the amounts being transferred.

17. The Court retains exclusive and continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 for purposes of supervising, administering, implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

18. Nothing in this order or the Settlement Agreement will be construed as an admission or concession by any party, including an admission or concession that defendant bears any liability to the Settlement Group Members or that they were owed the amounts being paid or any amounts. The Settlement Agreement and this resulting order simply represent a compromise of disputed allegations.

19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of the date of this order.

20. Upon entry of this order, plaintiff and the Settlement Group Members will waive and release all claims against the Released Parties that were pled or could have been pled under PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged in the Action to have been violated with respect to herself and the Settlement Group Members during the Covered Period.

21. Based on the foregoing, and in accordance with the Settlement Agreement, this action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees except as provided by the Settlement Agreement.

IT IS SO ORDERED.

Dated: July 30, 2020.

David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

Counsel for plaintiff is ordered to give notice.

Electronically Received 08/23/2019 11:21 AM

FILED
Superior Court of California
County of Los Angeles
09/19/2019
Sherri R. Carter, Executive Officer / Clerk of Court
By: O. Chavez Deputy

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GUTIERREZ, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

[*Assigned for all purposes to the Hon. Holly J. Fujie; Dept. 56*]

[~~PROPOSED~~] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND REASONABLE ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD

Date: September 16, 2019
Time: 8:30 a.m.
Dept.: 56
Reservation No.: 122557984660

Action Filed: October 3, 2018
Trial Date: None Set

This matter came on regularly for hearing before this Court on September 16, 2019 at 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and Enhancement Award and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

> All current and former non-exempt employees of Defendant in California from October 3, 2017, until the date that the Court approves this settlement or September 16, 2019, whichever comes earlier ("PAGA Period").

2. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum Settlement Amount of $325,000.00 to the Settlement Administrator within fourteen (14) business days of the Court's approval of the Settlement Agreement.

4. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims, submitted by the parties.

5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co, Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked, and Social Security numbers. The list will also contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

Within ten (10) business days of receipt of this information, the Settlement Administrator will circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments.

7. CPT Group, Inc. is directed to mail the individual settlement payments (which will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code § 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the anonymized spreadsheet containing the individual settlement payments to each Aggrieved Employee and the data used to calculate said payments from the parties.

8. The Court finds that attorneys' fees in the amount of $108,333.33 for Plaintiff's Counsel, and reimbursement of litigation costs of $10,357.93 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

9. The Court orders that the Settlement Administrator shall be paid $7,750.00 for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

10. The Court finds that an enhancement award of $5,000.00 to Plaintiff is fair and reasonable in recognition of the unique contributions he has made and the risks he undertook on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

11. The Court finds that the amount of $15,000.00 (representing 75% of the $20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

12. The court approves the limited scope of the release. Following entry of this Order and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

related entities, officers, directors, shareholders, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees (collectively, the "Released Parties") from any and all claims under PAGA that are pled in Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA Period.

13. Upon entry of this Order and Judgment, the Court permanently enjoins and forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action against the Released Persons which was released as part of the Settlement Agreement. Without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

14. Plaintiff shall file a declaration confirming the final distribution of funds on or before June 5, 2020.

IT IS SO ORDERED.

Dated: 09/19/2019

Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NOV 19 2018

Sherri R. Carter, Executive Officer/Clerk
BY _____ Deputy
Marisa Cervantes

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Attorneys for Plaintiff Silva and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GONZALEZ, individually and on behalf of himself and other persons similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California corporation; and DOES 1 through 30, inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

[Assigned for all purposes to the Honorable David S. Cunningham III, Dept. 37]

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES, COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION EXPENSES

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement" or "Settlement"),[1] the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Approval of Settlement of Claims and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

> All persons who, at any time during the Settlement and Release Period were employed by Defendant in non-exempt hourly positions in the State of California who were provided with at least one wage statement.

2. "Defendant" means CitiStaff Solutions, Inc.

3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

5. The Court orders that Defendant shall pay the Gross Settlement Amount of $275,000.00 to the Settlement Administrator on the following schedule, as provided for in the Settlement Agreement: Payment 1: $15,000.00, to be paid within five (5) business days from an Order from the Court approving this Settlement or June 1, 2018, whichever is later, representing Representative Plaintiffs' Enhancement Payments; Payment 2: $12,146.04 to be paid on July 1, 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: $30,555.55 to be paid on August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment 4: $30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

[1] All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

Employees' Counsel Fees; Payment 5: $30,555.55 to be paid on December 1, 2018, representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: $15,630.78 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved Employees and Settlement Administration Costs; Payments 7 through 18: $12,777.78 to be paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the first date of each month, representing the amounts distributable to the LWDA, Aggrieved Employees and Settlement Administration Costs.[2] See Settlement, § III.H.2.

6. The Court hereby approves, as to form and content, the Notice of Settlement submitted by the parties.

7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT with a list containing the Aggrieved Employees' names, last known addresses, last known telephone numbers, and social security numbers.

9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final payment of the Gross Settlement Amount.

10. The Court finds that attorneys' fees in the amount of $91,666.66 for Plaintiffs' counsel, and reimbursement of litigation costs of ~~$12,147.00~~ $11,842.95 to Plaintiffs' counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

11. The Court orders that the Settlement Administrator shall be paid up to $65,000.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

12. The Court finds that Representative Plaintiff Enhancement Payments of $5,000.00 each to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of $15,000.00, is

[2] The parties have agreed and this Court approves that to the extent that any of the payment deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any payments on the due dates with the Settlement Administrator holding the funds in escrow.

fair and reasonable in recognition of the unique contributions they have made and the risks they undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiffs as provided for in the Settlement Agreement.

13. The Court finds that the amount of $68,389.75, representing 75% of the $91,186.34 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

14. The court approves the limited scope of the release. Following entry of this Order and Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all Released Claims against Released Persons, meaning that PAGA civil penalties recoverable under any theory of liability upon which such civil penalties under the PAGA could have been recovered based upon the allegations in the operative Complaint, including specifically any and all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved Employees from instituting or prosecuting any action against the Released Persons which was resolved as part of the Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement. Plaintiffs shall file a declaration confirming the final distribution of funds on or before JANUARY 21, 2020 ~~2019~~.

IT IS SO ORDERED.

Dated: 11-19-2018

By: _____
Honorable David S. Cunningham III
Judge of the Superior Court