

MATERN LAW GROUP, PC
MATTHEW J. MATERN (SBN 159798)
DEANNA S. LEIFER (SBN 265840)
KRISTEN B. DOYAN (SBN 348257)
2101 E. El Segundo Boulevard, Suite 200
El Segundo, CA 90245
Telephone: (310) 531-1900

Attorneys for Plaintiff SYDNEY INGALSBE
individually, and on behalf of all other
aggrieved employees

PHILIP J. AZZARA (SBN 239126)
pazzara@fisherphillips.com
PIPER A. BROCKLEY (SBN 355257)
pbrockley@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

Attorneys for Defendant
TEN PIN FUN CENTER LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

SYDNEY INGALSBE, individually and
on behalf of all other aggrieved
employees,

Plaintiff,

v.

TEN PIN FUN CENTER LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CV-23-002447
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Sonny S. Sandhu, Dept. 24*

**STIPULATION OF REPRESENTATIVE
ACTION SETTLEMENT**

Complaint Filed: May 2, 2023
Trial Date: Not Set

1 This Stipulation of Representative Action Settlement (“Stipulation”) is entered into by
2 and between Plaintiff Sydney Ingalsbe (“Plaintiff”), on behalf of herself, the State of California,
3 and the Aggrieved Employees, on the one hand, and Defendant Ten Pin Fun Center, LLC
4 (“Defendant”), on the other hand, subject to the terms and conditions herein and the Court’s
5 approval.

6 **A. Definitions**

7 1. **“Action”** means the case entitled *Sydney Ingalsbe v. Ten Pin Fun Center LLC, et*
8 *al.*, Stanislaus County Superior Court Case No. CV-23-002447.

9 2. **“Arbitration Action”** means the arbitration matter entitled *Sydney Ingalsbe v.*
10 *Ten Pin Fun Center LLC*, American Arbitration Association Case No. 01-24-0004-4703, pending
11 before Arbitrator Carolyn G. Burnette.

12 3. **“Aggrieved Employees”** means all current and former nonexempt employees of
13 Defendant in California at any time during the PAGA Period.

14 4. **“Aggrieved Employee List”** shall be on a spreadsheet and shall include, for each
15 Aggrieved Employee: full name; most recent mailing address on file with Defendant; phone
16 number; Social Security Number; and number of Eligible Pay Periods during the PAGA Period.

17 5. **“Attorneys’ Costs”** means an award of costs to be paid to Plaintiffs’ Counsel for
18 the costs they have incurred in prosecuting the Action, subject to Court approval.

19 6. **“Attorneys’ Fees”** means an award of attorneys’ fees to be paid to Plaintiff’s
20 Counsel for the services they have rendered and will render to the Aggrieved Employees in the
21 Action, subject to Court approval.

22 7. **“Complaint”** means the operative Complaint filed in the Action seeking an
23 assessment of PAGA penalties for Defendant’s alleged violations of Labor Code sections 201,
24 202, 203, 204, 210, 218.6, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,
25 1197.1, 1198, 2802, 2698 – 2699.5.

26 8. **“Court”** means the Superior Court of California, County of Stanislaus.

27 9. **“Defendant”** means Ten Pin Fun Center, LLC.
28

1 10. **“Defense Counsel”** means Philip J. Azzara and Piper A. Brockley of Fisher &
2 Phillips, LLP.

3 11. **“Effective Date”** means the date the Court enters the Final Order and Judgment
4 approving the Settlement.

5 12. **“Eligible Pay Period”** means the total number of pay periods during which an
6 Aggrieved Employee worked for Defendant as a non-exempt employee in California during the
7 PAGA Period, based on Defendant’s records, and which shall be used to calculate Individual
8 PAGA Payments. Defendant estimates that there are a total of approximately 7,156 Eligible Pay
9 Periods worked by approximately 211 Aggrieved Employees during the PAGA Period.

10 13. **“Final Order and Judgment”** means the final order and judgment to be entered
11 by the Court granting approval of the Settlement and this Stipulation as binding upon the Parties
12 and the Aggrieved Employees.

13 14. **“Gross Settlement Amount”** means One Hundred Fifty Thousand Dollars and
14 Zero Cents (\$150,000.00), which is the maximum amount that Defendant will be required to pay
15 upon the Court approving this Settlement and the Effective Date occurring. The Gross Settlement
16 Amount will be used to pay: (a) all Individual PAGA Payments to the Aggrieved Employees; (b)
17 the PAGA payment to the LWDA; (c) the award of Attorneys’ Fees; (d) the award of Attorneys’
18 Costs; (e) Plaintiff’s Service Award, and (f) Settlement Administration Costs. The Parties agree
19 that the Gross Settlement Amount is inclusive of any possible claim for interest accrued between
20 the Effective Date and Defendant’s funding the Gross Settlement Amount. Defendant shall not
21 be required to pay any additional amounts beyond the Gross Settlement Amount set forth herein,
22 including any claims for interest.

23 15. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
24 of 25% of the PAGA Penalties calculated according to the number of Eligible Pay Periods at
25 issue for each Aggrieved Employee.

26 16. **“LWDA”** means the California Labor Workforce Development Agency.

27 17. **“Net Settlement Amount”** means the Gross Settlement Amount, less the
28 following payments in the amounts approved by the Court: Attorneys’ Fees, Attorneys’ Costs,

1 Plaintiff's Service Award, and Settlement Administration Costs. The remainder is to be
2 distributed as follows: 25% to the Aggrieved Employees as Individual PAGA Payments and 75%
3 to the LWDA as the PAGA Payment.

4 18. **"Notice"** means the form of Notice of Representative Action Settlement that will
5 be sent to each Aggrieved Employee accompanying their Individual PAGA Payments.

6 19. **"PAGA Payment"** means the LWDA's 75% share of the Net Settlement
7 Amount.

8 20. **"PAGA Period"** means the time period from February 26, 2022 to November 8,
9 2025.

10 21. **"Parties"** means Plaintiff, the Aggrieved Employees, and Defendant,
11 collectively.

12 22. **"Plaintiff's Counsel"** means Matthew J. Matern, Deanna S. Leifer, and Kristen
13 B. Doyan of Matern Law Group, PC.

14 23. **"Released PAGA Claims"** means any and all rights and claims for civil penalties
15 that Plaintiff alleged against Defendant, on behalf of Aggrieved Employees and State of
16 California, based on the facts stated in the operative Complaint in the Action and in the LWDA
17 notice letter(s) sent by Plaintiff, including all PAGA claims seeking civil penalties premised upon
18 Defendant's alleged (a) failure to pay minimum wages, (b) failure to compensate for all hours
19 worked, (c) failure to pay overtime wages, (d) failure to provide meal periods, (e) failure to
20 provide rest breaks, (f) failure to provide accurate itemized wage statements, (g) failure to timely
21 pay wages upon discharge, (h) failure to indemnify necessary expenditures, and (i) all other
22 claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§
23 2698 *et seq.* that were stated in the Complaint and based upon the facts alleged in the Complaint
24 and the notice(s) sent by Plaintiff to the LWDA and that occurred during the PAGA Period.

25 24. **"Released Parties"** means Defendant, and its parents, subsidiaries, directors,
26 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
27 and present, and each of them and anyone acting in concert with foregoing.

1 25. **“Service Award”** means the amount approved by the Court to be paid to Plaintiff
2 Sydney Ingalsbe in addition to her Individual PAGA Payment as an Aggrieved Employee, in
3 recognition of Plaintiff’s effort and risk in prosecuting the Action.

4 26. **“Settlement”** means the final and complete disposition of the Action pursuant to
5 this Stipulation.

6 27. **“Settlement Administration Costs”** means the reasonable costs and fees of
7 administering the Settlement to be paid from the Gross Settlement Amount in accordance with
8 the Settlement Administrator’s bid submitted to the Court in connection with approval of this
9 Settlement including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) the
10 Notice to the Aggrieved Employees; (ii) preparing and submitting to Aggrieved Employees and
11 government entities all appropriate tax filings and forms; (iii) computing the amount of and
12 distributing Individual PAGA Payments, the Service Award, Attorneys’ Fees, Attorneys’ Costs,
13 and the PAGA Payment to the LWDA; (iv) establishing a Qualified Settlement Fund, as defined
14 by the Internal Revenue Code; and (vi) preparing and submitting filings required by law in
15 connection with the payments required by the Settlement. **“Settlement Administrator”** means
16 Xpand Legal Consulting LLC, the third-party entity selected by the Parties who will
17 administrator the settlement, subject to approval by the Court, in accordance with this Stipulation.

18 **B. General Terms**

19 28. On February 14, 2023, Plaintiff gave written notice to the LWDA and Defendant
20 of alleged violations of Labor Code sections 201, 202, 203, 204, 210, 218.6, 221, 223, 226, 226.3,
21 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2698 – 2699.5, and/or
22 applicable sections of the California Industrial Welfare Commission Wage Orders for wage and
23 hour penalty claims. The LWDA did not assert jurisdiction over the claims.

24 29. On May 2, 2023, Plaintiff filed a Complaint against Defendant in Stanislaus
25 County Superior Court, alleging a single cause of action for penalties under PAGA.

26 30. On April 18, 2024, the Court issued an order compelling the Action to arbitration.
27
28

1 31. On or about April 15, 2024, Plaintiff filed a demand for arbitration with the
2 American Arbitration Association (“AAA”). On or about May 9, 2024, the Parties stipulated to
3 arbitration with AAA. Carolyn Burnette was appointed as the arbitrator.

4 32. On September 9, 2025, the Parties attended a private mediation session with the
5 Hon. Angela Bradstreet. At the end of the mediation, Judge Bradstreet issued a mediator’s
6 proposal outlining the material terms of a representative action settlement as embodied in this
7 Stipulation, which the Parties accepted.

8 33. The Parties agree that neither the Parties’ Settlement, this Stipulation, nor the acts
9 to be performed or judgment to be entered pursuant to the terms of the Settlement and Stipulation,
10 shall be construed as an admission by Defendant of any wrongdoing or violation of any statute
11 or law or liability on the claims or allegations in the Action.

12 34. Defendant denies all of the allegations in the Action, including all PAGA claims,
13 and denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing,
14 or any other actionable conduct of any kind, and further denies that this Action is appropriate for
15 PAGA representative treatment for any purpose other than settling this Action. Defendant has
16 denied and continues to deny each and every material factual allegation and every alleged claim
17 asserted against it in the Action.

18 35. The Parties have conducted a thorough investigation into the facts of the Action.
19 This included conducting extensive informal discovery and exchanging information and
20 documents relating to the Released PAGA Claims. Based on the foregoing data and on their own
21 independent investigation and evaluation, Plaintiff’s Counsel is of the opinion that the settlement
22 with Defendant for the consideration and on the terms set forth in this Stipulation is fair,
23 reasonable, and adequate, and is in the best interest of the State and the Aggrieved Employees in
24 light of all known facts and circumstances, including the risk of significant delay, uncertainty
25 associated with litigation, various defenses asserted by Defendant, and numerous potential
26 appellate issues. Defendant and Defense Counsel also agree that the settlement is fair and in the
27 best interest of the State and the Aggrieved Employees. The Parties desire to completely dispose
28 of the Action by this Stipulation. The Parties further acknowledge that they are each represented

1 by competent counsel and that they have had an opportunity to consult with their counsel
2 regarding the fairness and reasonableness of this settlement.

3 36. Under California Law, the State may assess and collect civil penalties from
4 employers for violations of certain provisions of the Labor Code. (See Cal. Lab. Code §§ 2699
5 *et seq.*) Under PAGA, however, if an “aggrieved employee” “give[s] written notice by certified
6 mail to the [State] and the employer of the specific provision of the [Labor Code] alleged to have
7 been violated,” and the State thereafter decides not to investigate, as was the case here, or does
8 investigate and determines that a citation against the employer should not issue, the employee
9 may, “as an alternative” to enforcement by the State, act as a proxy or agent of the state’s labor
10 law enforcement agencies and bring a civil action under PAGA to recover civil penalties “on
11 behalf of himself or herself and other current or former employees.” *Id.* “[C]ivil penalties
12 recovered by aggrieved employees shall be distributed as follows: 75 percent to the state and 25
13 percent to the aggrieved employees.” *Id.*

14 37. California Labor Code § 2699(1)(2) provides that “The superior court shall review
15 and approve any settlement of any civil action filed pursuant to this part.”

16 38. In consideration of the promises and agreements contained herein, the Parties
17 agree and covenant as follows.

18 **C. Terms of Settlement**

19 39. Subject to the Court’s approval of the Settlement pursuant to Labor Code §
20 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the
21 Parties agree to the following binding settlement and disposal of the entire Action in exchange
22 for Defendant’s agreement to pay the Gross Settlement Amount.

23 40. The financial terms of the Settlement are as follows:

24 (a) Gross Settlement Amount: The Parties agree to settle this Action for the
25 Gross Settlement Amount, which is the maximum amount that will be paid by Defendant and
26 includes the Court-awarded Attorneys’ Fees, Attorneys’ Costs, Plaintiff’s Service Award, and
27 the remainder forming the PAGA Award.
28

1 (b) Attorneys' Fees and Attorneys' Costs: The Parties agree that, subject to
2 the Court's review and approval, Plaintiff's Counsel shall be entitled to an award of Attorneys'
3 Fees up to one-third of the Gross Settlement Amount, which is \$50,000.00. In addition, subject
4 to Court approval, Plaintiff's Counsel shall be entitled to an award of reasonable costs associated
5 with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed Twenty Five
6 Thousand Dollars (\$25,000.00). Any portion of the Attorneys' Fees or Attorneys' Costs not
7 awarded to Plaintiff's Counsel will be reallocated to the Net Settlement Amount and shall be
8 distributed to the LWDA and the Aggrieved Employees as part of their Individual PAGA
9 Payments. Plaintiff's Counsel shall be paid any Court-awarded attorneys' fees and costs no later
10 than ten (10) days after Defendant provides the Settlement Administrator with the Gross
11 Settlement Amount. Defendant agrees not to oppose or object to any request by Plaintiff's
12 Counsel for for an award of attorneys' fees in an amount not to exceed \$50,000.00 and request
13 for an award of reasonable costs not to exceed \$25,000.00. The Settlement Administrator will
14 report these payments on an IRS Form 1099 issued to Plaintiff's Counsel.

15 (c) Settlement Administration Costs: The Settlement Administration Costs
16 shall be paid from the Gross Settlement Amount and shall not exceed Three Thousand Five
17 Hundred Dollars (\$3,500.00). Any Settlement Administration Costs not awarded by the Court
18 will be reallocated to the Net Settlement Amount.

19 (d) Plaintiff's Service Award: Subject to Court approval, Plaintiff shall be
20 paid a Service Award not to exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as
21 awarded by the Court, for her time and effort in bringing and presenting the Action and for
22 releasing her Released Claims. Defendant shall not oppose or object to Plaintiff's request for a
23 Service Award in an amount not to exceed \$5,000.00. The Service Award shall be paid to
24 Plaintiff from the Gross Settlement Amount no later than ten (10) days after Defendant provides
25 the Settlement Administrator with the Gross Settlement Amount. Plaintiff will be issued an IRS
26 Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to
27 pay all applicable taxes on this payment. The Parties agree that any amount awarded as the
28 Service Award to Plaintiff less than the requested amount shall not be a basis for Plaintiff to void

1 this Stipulation. Should the Court approve a lesser amount for the Service Award, the difference
2 shall be reallocated to the Net Settlement Amount. Plaintiff's Service Award will be in addition
3 to any Individual PAGA Payment that Plaintiff is entitled to receive.

4 (e) Net Settlement Amount: After deducting the amounts specified in items
5 (b)-(d) from the Settlement Amount, the balance remaining will form the Net Settlement Amount
6 that will be paid to the Aggrieved Employees and the LWDA in full satisfaction of all Released
7 PAGA Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the Net Settlement Amount
8 will be paid to the LWDA. The remaining Twenty-Five Percent (25%) will be paid to all
9 Aggrieved Employees on a pro-rata basis according to the following formula:

10 i. The Settlement Administrator will divide the amount payable to
11 all Aggrieved Employees (*i.e.*, 25% of the Net Settlement Amount) by the total number of
12 Eligible Pay Periods worked by all Aggrieved Employees during the PAGA Period, as calculated
13 from the Aggrieved Employee List, to determine the "Eligible Pay Period Value."

14 ii. Each Aggrieved Employee's Individual PAGA Payment will then
15 be determined by multiplying the Eligible Pay Periods by the Eligible Pay Period Value.

16 (f) Taxes and Reporting: Each Aggrieved Employee's Individual PAGA
17 Payment shall be treated as penalties (*i.e.*, non-wage income) for all purposes and reported by
18 the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and
19 applicable governmental authorities.

20 (g) Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND
21 AGREE THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
22 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
23 COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISORS, IS OR WAS INTENDED
24 TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
25 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING
26 OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
27 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
28 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR

1 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
2 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
3 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
4 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
9 OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
12 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
13 STIPULATION.

14 (h) The Parties agree that the settlement is fair and reasonable and will so
15 represent to the Court. The Parties agree that should the Court deny approval of the settlement
16 based on the allocation of the Settlement Amount or the PAGA Award, the Parties agree to re-
17 negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

18 41. Escalator Clause. Based on its records, Defendant estimates that, as of the date of
19 this Stipulation, there are 211 Aggrieved Employees who collectively worked 7,156 Pay Periods
20 during the PAGA Period. If the actual number of Pay Periods is more than 10% greater than the
21 estimated amount of 7,156 (i.e., 7,872 or more), then the Gross Settlement Amount shall be
22 increased in proportion to the increase in Pay Periods above 10%.

23 **D. Settlement Approval and Implemental Procedures**

24 42. The Parties shall move for approval of the Settlement pursuant to California Labor
25 Code § 2699(1)(2), advocating that the Settlement is fair, adequate, and reasonable. Plaintiff's
26 Counsel shall send a draft of the motion and all supporting papers to Defense Counsel for review
27 and comment three (3) days in advance of the filing deadline. Plaintiff will then move the Court
28 for approval of the Settlement and this Stipulation, including the allocation of the PAGA

1 Payment, Individual PAGA Payments, Attorneys' Fees, Attorneys' Costs, the Service Award,
2 and Settlement Administration Costs, which Defendant will not oppose. Pursuant to California
3 Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions
4 and disclosures to the LWDA and the Court to obtain approval of the Settlement.

5 43. Funding of the Settlement Amount: Within ten (10) calendar days of the Effective
6 Date, the Settlement Administrator shall send Defense Counsel electronic wiring instructions and
7 Defendant shall provide to the Settlement Administrator by way of check or wire transfer the
8 Gross Settlement Amount.

9 44. Settlement Administration

10 a. Aggrieved Employee List: Within ten (10) calendar days after the
11 Effective Date, Defendant shall send to the Settlement Administrator the Aggrieved Employee
12 List. This information shall be treated as and remain confidential and shall be used solely by the
13 Settlement Administrator to manage the notice and payment process described herein, shall not
14 be disclosed to anyone other than the Settlement Administrator, except to applicable taxing
15 authorities, or pursuant to express written authorization of Defendant, the individual in question,
16 or by order of the Court.

17 b. Notice by First Class U.S. Mail: Upon receipt of the Aggrieved Employee
18 List, the Settlement Administrator shall perform a search based on the National Change of
19 Address Database maintained by the United States Postal Service to update and correct any
20 known or identifiable address changes. Within ten (10) days of receiving the Gross Settlement
21 Amount from Defendant as provided herein, the Settlement Administrator shall mail copies of
22 the Notice and each Aggrieved Employee's respective Individual PAGA Payment, to all
23 Aggrieved Employees via regular First Class U.S. Mail. The Settlement Administrator shall
24 exercise its best judgment to determine the current mailing address for each Aggrieved
25 Employee. The address identified by the Settlement Administrator as the current mailing address
26 shall be presumed to be the most current mailing address for each Aggrieved Employee. The
27 Parties agree that this procedure for notice provides the best notice practicable to Aggrieved
28 Employees and fully complies with due process.

1 ii. Undeliverable Notices. Any Notice returned to the Settlement
2 Administrator as non-deliverable shall be re-mailed to the forwarding address affixed thereto
3 within seven (7) days of receiving a returned Notice. If no forwarding address is provided, the
4 Settlement Administrator shall promptly attempt to determine a correct address by the use of
5 skip-tracing, or other type of automated search, using the name, address, and/or Social Security
6 number of the Aggrieved Employee involved, and shall then perform a re-mailing to the
7 Aggrieved Employee whose Notice was returned as non-deliverable, assuming another mailing
8 address is identified by the Settlement Administrator. If these procedures are followed, notice to
9 Aggrieved Employees shall be deemed to have been fully satisfied, and if the intended recipient
10 does not receive the Individual PAGA Payment, the Aggrieved Employee shall nevertheless
11 remain bound by all terms of the Settlement.

12 iii. Determination of Individual PAGA Payments. The Settlement
13 Administrator shall determine the eligibility for, and the amount of, each Individual PAGA
14 Payment under the terms of this Stipulation. The Settlement Administrator's determination of
15 the eligibility for and amount of each Individual PAGA Payment shall be binding upon the
16 Aggrieved Employees and the Parties, yet subject to review by Plaintiff's Counsel, Defense
17 Counsel, and the Court. In the absence of fraud or gross negligence, Defendant's records shall
18 be presumed accurate.

19 iv. Disputes Regarding Administration of Settlement. Any dispute
20 not resolved by the Settlement Administrator concerning the administration of the Settlement
21 shall be resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties
22 shall confer in good faith and make use of the services of Judge Bradstreet, if necessary, to resolve
23 the dispute without the necessity of involving the Court.

24 c. Monitoring and Reviewing Settlement Administration. The Parties have
25 the right to monitor and review the administration of the Settlement to verify that the monies
26 allocated under the Settlement are distributed in the correct amount, as provided for in this
27 Stipulation.

1 d. Best Efforts. The Parties agree to use their best efforts to carry out the
2 terms of this Settlement.

3 45. Disbursement of the Gross Settlement Amount: No later than ten (10) calendar
4 days after receipt of the Gross Settlement Amount from Defendant, the Settlement Administrator
5 shall distribute the Court-approved amounts to the Aggrieved Employees, the LWDA, Plaintiff,
6 and Plaintiff's Counsel, and will pay itself for the Settlement Administration Costs.

7 46. Aggrieved Employee Check Cashing Deadline: Aggrieved Employees shall have
8 180 calendar days after mailing to cash their Individual PAGA Payment checks. If any
9 Aggrieved Employee's check is not cashed within that period, the check will be voided, and a
10 stop-payment will be issued. The release nevertheless will be binding regardless of whether an
11 Aggrieved Employee cashes his or her check within the 180 day period. In the event that any
12 Individual PAGA Payment check is returned to the Settlement Administrator within 180 days of
13 mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned
14 Individual PAGA Payment check, perform a skip trace to locate the individual, and notify
15 Defense Counsel and Plaintiff's Counsel of the results. If a new address is located by these
16 means, the Settlement Administrator will have ten (10) days to reissue the check. Any funds in
17 the Settlement Administrator's account as a result of a failure to timely cash an Individual PAGA
18 Payment check shall be issued to the California State Controller's Office in the name of the
19 Aggrieved Employee. In such event, such Aggrieved Employees shall nevertheless remain
20 bound by the Settlement. Neither Defendant, Defense Counsel, Plaintiff's Counsel, nor Plaintiff
21 will have any liability for lost or stolen settlement checks, forged signatures on settlement checks,
22 unauthorized negotiation of settlement checks, or failure to timely cash a settlement check within
23 the 180 day period.

24 47. The Settlement Administrator will provide the Parties with a declaration
25 confirming that distribution of payments has been completed in accordance with the Stipulation
26 and the Court's Final Order, within ten (10) days of distributing all payments under the
27 Settlement. Plaintiff's Counsel will file the declaration with the Court and any required papers
28 as otherwise ordered by the Court.

1 48. This Stipulation is expressly conditioned upon the Court entering the Final Order
2 and Judgment, thereby disposing of the Action in its entirety. The Final Order and Judgment and
3 entry of judgment and dismissal will not release or bar any claims other than the Released PAGA
4 Claims as to the Aggrieved Employees (except as to Plaintiff, as set forth below), the LWDA,
5 and the State of California.

6 **E. PAGA Release by Plaintiff, the State of California, and Aggrieved Employees**

7 49. Upon Defendant providing the Gross Settlement Amount to the Settlement
8 Administrator, Plaintiff, on behalf of the LWDA, the State of California, and the Aggrieved
9 Employees, will forever completely release and discharge the Released Parties from the Released
10 PAGA Claims. The time period governing the Released PAGA Claims shall be the PAGA
11 Period.

12 50. It is the intent of the Parties that the Final Order and Judgment entered by the
13 Court shall have full equitable and collateral estoppel and *res judicata* effect to the fullest extent
14 permitted by law. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a
15 judgment in “a representative action brought by an aggrieved employee under the Labor Code
16 Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff
17 but also on government agencies and any aggrieved employee not a party to the proceeding,”
18 which the Final Order shall so reflect. Thus, in accordance with *Arias*, the Final Order shall be
19 binding on Plaintiff and the Aggrieved Employees as to the Released PAGA Claims, including
20 the PAGA Claims.

21 **F. Plaintiff’s Release of All Claims**

22 51. Plaintiff, on behalf of herself and her dependents, heirs and assigns, beneficiaries,
23 devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal
24 representatives, and successors-in-interest, shall and does hereby forever release, discharge and
25 agree to hold harmless Defendant and the Released Parties from any and all charges, complaints,
26 claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of
27 action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and
28 costs), known or unknown, at law or in equity, arising out of or in any way connected with her

1 employment with Defendant and the termination thereof, including the Released PAGA Claims,
2 claims that were asserted or could have been asserted in the Action or Complaint (or a separate
3 action or complaint), and any and all transactions, occurrences, or matters between the Parties
4 occurring prior to the date this Stipulation is fully executed. Without limiting the generality of
5 the foregoing, this release shall include, but not be limited to, any and all claims under: (a) the
6 Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights
7 Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair
8 Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act,
9 as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act
10 of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the
11 California Fair Employment and Housing Act; (n) the California Constitution; (o) the California
12 Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and
13 all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any
14 and all claims based on constitutional, statutory, common law, or regulatory grounds as well as
15 any other claims based on theories of wrongful or constructive discharge, breach of contract or
16 implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
17 emotional distress, negligent infliction of emotional distress, or damages under any other federal,
18 state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief,
19 no matter how denominated, including, but not limited to, back pay, front pay, vacation pay,
20 bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages,
21 damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases,
22 discharges and agrees to hold harmless Defendant and the Released Parties from any and all
23 claims for attorney fees and costs arising out of the matters released in this Stipulation.

24 Plaintiff specifically acknowledges that she is aware of and familiar with the provisions
25 of California Civil Code section 1542, which provides as follows:

26 “A general release does not extend to claims that the creditor or releasing party
27 does not know or suspect to exist in his or her favor at the time of executing the
28 release and that, if known by him or her, would have materially affected his or her

1 settlement with the debtor or released party.”

2 This Release also does not extend to any worker’s compensation claims, or related
3 relief, that Plaintiff may have against Defendant and any of its related entities.

4 52. Plaintiff, being aware of California Civil Code section 1542, hereby expressly
5 waives and relinquish all rights and benefits she may have under California Civil Code section
6 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may
7 hereafter discover facts in addition to or different from those which they now knows or believes
8 to be true with respect to the subject matter of all the claims referenced herein, but agrees that,
9 upon her execution of this Stipulation, Plaintiff hereby fully, finally, and forever settles and
10 releases any and all claims against Defendant and the Released Parties, known or unknown,
11 suspected or unsuspected, contingent or non-contingent, that were asserted or could have been
12 asserted upon any theory of law or equity without regard to the subsequent discovery of existence
13 of such different or additional facts.

14 **G. Additional Settlement Terms and Conditions**

15 53. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe
16 this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at
17 this Settlement after arm’s-length negotiations by experienced counsel.

18 54. Denial of Liability. The Parties expressly recognize that the making of this
19 Stipulation does not in any way constitute an admission or concession of liability, culpability,
20 negligence or wrongdoing on the part of Defendant or any of the other Released Parties. The
21 Parties hereto have entered into this Settlement with the intention of avoiding further disputes
22 and litigation with the attendant risk, inconvenience and expenses. Nothing in this Settlement,
23 nor any action taken in implementation thereof, nor any statements, discussions or
24 communications, nor any materials prepared, exchanged, issued or used during the course of this
25 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be
26 used or be admissible in any way in any other judicial, arbitral, administrative, investigative or
27 other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute,
28 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

1 Notwithstanding the foregoing, this Stipulation may be used in any court proceeding that has as
2 its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or
3 judgments of the Court entered into in connection therewith.

4 55. No Credit Toward Benefit Plans. Payments to Aggrieved Employees will not be
5 utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
6 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
7 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
8 plan. Rather, it is the Parties' intention that this Stipulation will not affect any rights,
9 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit
10 plans.

11 56. No Prior Assignments. The Parties and their counsel represent, covenant, and
12 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
13 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
14 demand, action, cause of action or right herein released and discharged.

15 57. Nullification of Settlement. In the event that: (i) the Court does not approve the
16 Settlement as provided herein or as may be amended by the Parties by mutual agreement, in the
17 event that the Court does not approve it; or (ii) the Settlement does not become final for any other
18 reason, then this Stipulation, and any documents generated to bring it into effect, will be null and
19 void, and the Parties will be returned to their original respective positions.

20 58. Dismissal and Termination of Arbitration Action. The Parties agree that within
21 five (5) business days of the complete execution of this Stipulation, counsel for Plaintiff will
22 advise the American Arbitration Associate to dismiss and terminate the Arbitration Action. The
23 Parties agrees that Plaintiff will not pursue approval of the Settlement in this Action until the
24 Arbitration Action has been dismissed and terminated.

25 59. Judgment/Dismissal and Continued Jurisdiction. The Parties agree that after entry
26 of the Final Order and Judgment, the Court shall retain jurisdiction over the Parties, the Action, and
27 the Settlement, pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law, to
28 ensure the continuing implementation of the provisions of this settlement, including (i) the interpretation

1 and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii)
2 such post-approval matters as may be appropriate under court rules or as set forth in this
3 Settlement.

4 60. Entire Agreement. This Stipulation constitutes the entirety of the Parties'
5 settlement terms of the claims released herein. All prior or contemporaneous agreements,
6 understandings, representations and statements, whether oral or written and whether by a Party
7 of such Party's legal counsel, are merged herein.

8 61. Amendment or Modification. This Stipulation may be amended or modified only
9 by a written instrument, signed by either the Parties or their successors-in-interest or counsel for
10 all Parties.

11 62. Authorization to Enter Into Settlement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate this
13 Stipulation and to take all appropriate action required or permitted to be taken by such Parties
14 pursuant to this Stipulation to effectuate its terms and to execute any other documents required
15 to effectuate the terms of this Stipulation. The Parties and their counsel will cooperate with each
16 other and use their best efforts to effect the implementation of the Settlement. If the Parties are
17 unable to reach agreement on the form or content of any document needed to implement the
18 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
19 of this Settlement, the Parties may seek the assistance of the mediator, Hon. Angela Bradstreet,
20 and/or the Court to resolve such disagreement.

21 63. Binding on Successors and Assigns. This Stipulation will be binding upon, and
22 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

23 64. California Law Governs. All terms of this Stipulation will be governed by and
24 interpreted according to the laws of the State of California, regardless of its conflict of laws.

25 65. Execution and Counterparts. This Stipulation is subject only to the execution of
26 all Parties. However, the Stipulation may be executed in one or more counterparts. All executed
27 counterparts and each of them, including facsimile and scanned copies of the signature page, will
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1 be deemed to be one and the same instrument. Electronic signatures shall have the same force
2 and effect as an original.

3 66. Invalidity of Any Provision. Before declaring any provision of this Stipulation
4 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
5 consistent with applicable precedents so as to define all provisions of this Stipulation valid and
6 enforceable, and consistent with the intent of this Stipulation based on the language and terms
7 used herein.

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

11 68. Waiver. No waiver of any condition or covenant contained in this Stipulation or
12 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
13 constitute a further waiver by such Party of the same or any other condition, covenant, right or
14 remedy.

15 69. Enforcement Action. In the event that one or more of the Parties institutes any
16 legal action or other proceeding against any other Party or Parties to enforce the provisions of
17 this Stipulation or to declare rights and/or obligations under this Settlement, the successful Party
18 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
19 fees and costs, including expert witness fees incurred in connection with any enforcement
20 actions.

21 70. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
22 and conditions of this Stipulation. Accordingly, this Stipulation will not be construed more
23 strictly against one Party merely by virtue of the fact that it may have been prepared by counsel
24 for one of the Parties, it being recognized that, because of the arm's-length negotiations between
25 the Parties, all Parties have contributed to the preparation of this Stipulation.

26 71. Representation By Counsel. The Parties acknowledge that they have been
27 represented by competent counsel throughout all negotiations that preceded the execution of this
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1 Stipulation, and that this Stipulation has been executed with the consent and advice of counsel,
2 and reviewed in full.

3 72. Binding Settlement. The Parties warrant that they understand and have full
4 authority to enter into this Settlement, and further intend that this Stipulation will be fully
5 enforceable and binding on all Parties, and agree that it will be admissible and subject to
6 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
7 provisions that otherwise might apply under federal or state law.

8 73. Stay of Litigation. The Parties agree that upon the execution of this Stipulation, the Action
9 shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the
10 signing of this Stipulation, and pursuant to Code of Civil Procedure section 583.330, the date to bring a
11 case to trial under Code of Civil Procedure section 583.310 shall be tolled pending approval of the
12 Settlement approval.

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

16 To Plaintiff:

17 MATTHEW J. MATERN (SBN 159798)
18 mmatern@maternlawgroup.com
19 DEANNA S. LEIFER (SBN 265840)
20 dleifer@maternlawgroup.com
21 KRISTEN B. DOYAN (SBN 348257)
22 kdoyan@maternlawgroup.com
23 MATERN LAW GROUP, PC
24 2101 E. El Segundo Blvd, Ste. 403
25 El Segundo, CA 90245

26 To Defendant:

27 PHILIP J. AZZARA (SBN 239126)
28 pazzara@fisherphillips.com
PIPER A. BROCKLEY (SBN 352257)
pbrockley@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

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Dated: November 17, 2025


Sydney Ingalsbe (Nov 17, 2025 15:58:27 PST)
Sydney Ingalsbe, Plaintiff

Dated: November _____, 2025

Ten Pin Fun Center, LLC, Defendant

By: _____

Its: _____

APPROVED AS TO FORM BY COUNSEL

Dated: November 18, 2025



Matthew J. Matern
Deanna S. Leifer
Kristen B. Doyan
MATERN LAW GROUP, PC
Attorneys for Plaintiff SYDNEY INGALSBE
individually, and on behalf of all other aggrieved
employees

Dated: November _____, 2025

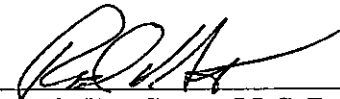
Philip J. Azzara
Piper A. Brockley
FISHER & PHILLIPS LLP
Counsel for Defendant

1 Dated: November 17, 2025



Sydney Ingalsbe, Plaintiff

2
3
4 Dated: November 18, 2025



Ten Pin Fun Center, LLC, Defendant

5
6 By: Rob Scott

7 Its: member

8 **APPROVED AS TO FORM BY COUNSEL**

9
10 Dated: November ____, 2025

11 Matthew J. Matern
Deanna S. Leifer
Kristen B. Doyan
12 MATERN LAW GROUP, PC
Attorneys for Plaintiff SYDNEY INGALSBE
13 individually, and on behalf of all other aggrieved
employees

14
15 Dated: November 20, 2025



16 Philip J. Azzara
Piper A. Brockley
17 FISHER & PHILLIPS LLP
Counsel for Defendant