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CALIFORNIA PIZZA KITCHEN, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

OLIVIA BENEDUCE, an individual, on her
own behalf and on behalf of all others similarly
situated,

Plaintiffs,

vs.

CALIFORNIA PIZZA KITCHEN, INC. a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 2025-CU-OE-051124

[Assigned to the Hon. Ben Coats—Dept. 43]

**PAGA SETTLEMENT AGREEMENT
AND RELEASE**

Complaint Filed: September 18, 2025
Trial Date: None Set

This Private Attorneys General Act Claims Settlement Agreement and Release
("Agreement") is made by and between Plaintiff, Olivia Beneduce ("Plaintiff") on behalf of
herself, the State of California, and for all similar PAGA Members ("PAGA Members" as defined
in Paragraph 1.16 below), on the one hand, and Defendant California Pizza Kitchen, Inc. ("CPK"
or "Defendant"), on the other hand, subject to the approval of the Court in accordance with

1 California Labor Code Section 2699(I)(2), that the above-captioned matter (“Action”) is hereby
2 compromised and settled pursuant to the following terms and conditions set forth in this
3 Agreement, and that the Court shall make and enter judgment subject to the continuing
4 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
5 forth herein which by this reference become an integral part of this Agreement. This Agreement
6 refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 1.1 “Action” means the lawsuit that Plaintiff filed against Defendant captioned *Olivia*
9 *Beneduce v. California Pizza Kitchen, Inc.*, on September 18, 2025, Superior Court of the State of
10 California, County of Ventura, Case No.: 2025-CU-OE-051124.

11 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the
12 neutral entity whom the Parties request the Court’s approval to serve as Administrator of the
13 Settlement (“Administrator”).

14 1.3 “Administration Expenses Payment” means the amount the Administrator will be
15 paid from the Gross Fund Value, if approved, for its services in administering this Settlement.
16 The services contemplated by the Administration Expenses Payment includes, but is not limited
17 to: (i) printing, mailing, and re-mailing (if necessary) PAGA Notice to the PAGA Member(s); (ii)
18 preparing and submitting to PAGA Member(s) and government entities all appropriate tax filings
19 and forms; (iii) computing the amount of and distributing Individual PAGA Payments, PAGA
20 Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the LWDA PAGA
21 Payment; (iv) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code;
22 and (v) preparing and submitting filings required by law in connection with the payments
23 required by the Agreement.

24 1.4 “Court” means the Superior Court of California, County of Ventura.

25 1.5 “Defense Counsel” means Rick Bergstrom of Jones Day.

26 1.6 “Effective Date” refers to the date all of the following have occurred: (i) final
27 approval of the Agreement is granted by the Court; and (ii) Judgment approving the Agreement
28 becomes Final. “Final” shall mean the latest of: (i) the 61st day following entry of the Judgment

1 on the docket and the Notice of Entry of Judgment has been served on all parties; (ii) if there is an
2 appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of
3 dismissal of such appeal, or the expiration of time to file a petition for writ of certiorari to the
4 United States Supreme Court, or (iii) if a petition for writ of certiorari is filed, the date of denial
5 of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition.

6 1.7 "Gross Fund Value" means two hundred ninety-five thousand dollars
7 (\$295,000.00).

8 1.8 The Gross Fund Value is allocated as follows, subject to Court Approval: (i) the
9 LWDA PAGA Payment in the approximate total sum of \$106,437.50; (ii) Individual PAGA
10 Payment in the approximate total sum of \$57,312.50 for civil penalties for the compromise of
11 PAGA claims brought on behalf of Plaintiff and the PAGA Members; (iii) the settlement of
12 Plaintiff's individual claims against Defendant in the approximate total sum of \$10,000 (iv)
13 Plaintiff's Counsel's attorneys' fees in the sum of \$103,250.00; (v) PAGA Counsel's Litigation
14 Expenses in an amount up to \$3,000.00; and (vi) Administrator's Expenses in the amount of
15 \$15,000.00.

16 1.9 "Individual PAGA Payment" means each PAGA Member's pro rata share of 35%
17 of the PAGA Fund Value calculated according to the number of Pay Periods the PAGA Member
18 worked during the PAGA Period.

19 1.10 "Judgment" means the judgment entered by the Court after granting the Parties'
20 Stipulation approving the PAGA settlement.

21 1.11 "LWDA" means the California Labor and Workforce Development Agency, the
22 agency entitled, under Labor Code section 2699, subdivision (a).

23 1.12 "LWDA PAGA Payment" means the 65% of the PAGA Net Settlement Amount
24 paid to the LWDA under Labor Code section 2699, subdivision (m).

25 1.13 "PAGA Net Settlement Amount," means approximately \$163,750, the amount
26 remaining to distribute to the LWDA and PAGA Members after deductions from the PAGA
27 Gross Fund Value, set forth in Section 1.8.

1.14 “PAGA Counsel” means Kevin Lipeles of the Lipeles Law Group, APC the attorneys representing the Plaintiff in the Action.

1.15 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel in the amount of up to \$103,250 and \$3,000 for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.16 “PAGA Member(s)” means Plaintiff and all other non-exempt individuals who are or were employed by Defendant as non-exempt employees in the State of California during the time period of September 18, 2024, to the date upon which the Court approves the settlement of the Action.

1.17 “PAGA Member Address Search” means the Administrator’s investigation and search for contact information for PAGA Members whose contact information is incorrect which will be conducted using the National Change of Address database, skip traces, or other type of automated search using the name, address, and/or Social Security number of the PAGA Member involved by the Administrator with PAGA Members.

1.18 “PAGA Member Data” means PAGA Members’ name, last-known mailing address, Social Security number and number of PAGA Pay Periods worked.

1.19 “PAGA Pay Period” means any Pay Period during which a PAGA Member received a paystub from Defendant during the PAGA Period.

1.20 “PAGA Period” means the period from September 18, 2024, to the date the Court approves settlement of the Action.

1.21 “PAGA” means the Private Attorneys General Act (Lab. Code, §§ 2698 *et seq.*).

1.22 “PAGA Notice” means Plaintiff’s September 18, 2025, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a)(1)(A).

1.23 “PAGA Fund Value” means the total amount of PAGA civil penalties to be paid from the Gross Fund Value, allocated 35% to the PAGA Members (\$57,312.50) and the 65% to LWDA (\$106,437.50) in settlement of PAGA claims.

1.24 “Plaintiff” means Oliva Beneduce, the named plaintiff in the Action.

1 1.25 “Approval Order” means the proposed Court Order Granting Approval of the
2 PAGA Settlement.

3 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff, PAGA
4 Counsel and the PAGA Members described in paragraph 5 below.

5 1.27 “Released Parties” means Defendant and each of its former, current, and future
6 parent companies, subsidiaries, affiliated corporations and entities, clients, vendors, and
7 independent contractors through which Defendant conducts business, and each of its respective
8 current, former, and future officers, directors, members, managers, employees, consultants,
9 vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party
10 agents, and any successors, assigns, or legal representatives.

11 1.28 “Settlement” means the final and complete disposition of the Action pursuant to
12 this Agreement.

13 1.29 “Defendant” means California Pizza Kitchen, Inc.

14 1.30 “Released Claims” means any and all claims and/or causes of action under PAGA
15 arising from and/or relating in any way to the claims pled in the Action (including in the operative
16 complaints and LWDA Notices) or that could have been asserted based on the facts alleged in the
17 Action against Defendant, including but not limited to claims for: failure to timely pay all wages
18 at termination (Cal. Lab. Code §§ 200, 201, 202, 203, 558); failure to pay all wages and
19 premiums (i.e., minimum, overtime, doubletime, and reporting time wages, and split shift
20 premiums), including with respect to the timeliness and rate at which these wages were paid (Cal.
21 Lab. Code §§ 200, 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, 210, 216, 221, 222, 223,
22 224, 510, 558, 1182, 1182.11, 1182.12, 1194, 1194.1, 1194.2, 1194.5, 1195, 1197, 1197.1, 1198,
23 1199 and 29 U.S.C. §§ 207 & 216); meal and rest period violations, including with respect to the
24 rate at which premiums are paid (Cal. Lab. Code §§ 200, 226.7, 512, 516, 551, 552, 558, 1198);
25 failure to provide one day’s rest in seven days (Cal. Lab. Code §§ 551, 552); failure to pay
26 vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab.
27 Code §§ 227.3, 558); failure to provide sick pay or properly pay sick time, including with respect
28 to the rate at which it was paid (Cal. Lab. Code §§ 226, 233, 245, 246, 247, 248, 248.5, 248.6,

248.7, 249, 558); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5); failure to reimburse all necessary business expenses (Cal. Lab. Code §§ 2802, 2804); failure to provide accurate wage statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5, 1175); failure to return deposits made by employees with accrued interest thereon (Cal. Lab. Code § 404); unlawful deductions and withholdings from wages (Cal. Lab. Code § 212, 213, 221, 223, 224, 226.7, 510, 558, 1197.1); failure to provide necessary employment notices or records (Cal. Lab. Code §§ 432, 558, 1198.5, 1174, 6409.6, 2810.5); failure to furnish and use safety devices and guards and/or safety and health violations (Cal. Lab. Code §§ 6401, 6402, 6403); failure to provide adequate and readily accessible sanitation facilities (Cal. Code Regs. Tit. 8, §§ 1527, 3366, 3457 and 8397.4); failure to provide Covid-19 related notices (Cal. Lab. Code §§ 6409.6, 6432); unlawful requirement of the waiver of rights (Cal. Lab. Code §§ 432.5, 432.6); unlawful background checks (Cal. Lab. Code §§ 432.7, 432.8, and Cal. Gov't Code § 12952); unlawful reliance on salary history information (Cal. Lab. Code §§ 432.3); unlawful retaliation and prevention of whistleblowing (Cal. Lab. Code §§ 232, 232.5, 1102.5); violations of the PAGA (Cal. Lab. Code §§ 2698 *et seq.*) based on the foregoing claims; violation of the applicable IWC California Wage Orders, including IWC Wage Order No. 5-2001 §§ 2, 3, 4, 7, 11, 12, 14 based on the foregoing claims; violations of Cal. Code Regs. based on the foregoing claims; and Cal. Lab. Code §§ 96, 98.6, 232, 232.5, and 1197.5); and any penalties, interest, costs, or attorneys' fees as a result thereof (including under Cal. Lab. Code §§ 200, 218.5, 218.6, 226, 226.7, 226.3, 1194, 1391, 2699; Cal. Civ. Code § 3294; and Cal. Civ. P. Code § 1021.5 that arose during the PAGA Period).

2. RECITALS.

2.1 On September 18, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay premium overtime wages; (2) failure to pay minimum wages; (3) failure to provide rest periods; (4) failure to provide timely off duty meal periods; (5) failure to maintain records and provide accurate itemized wage statements; (6) failure to pay wages due at termination; (7) failure to reimburse business expenses; (8) reporting time pay; (9) failure to allow inspection of employment records; and (10) unfair

1 competition. On December 9, 2025, Plaintiff filed her First Amended Complaint, adding a claim
2 pursuant to PAGA for violation of Labor Code §2699. The First Amended Complaint is the
3 operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations
4 in the Operative Complaint, denies any failure to comply with the laws identified in in the
5 Operative Complaint and denies any and all liability for the causes of action alleged.

6 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely
7 written notice to Defendant and the LWDA by sending the PAGA Notice, dated September 18,
8 2025.

9 2.3 Beginning in mid-October and thereafter on October 24, 2025, the Parties
10 participated in direct settlement negotiations which led to this Agreement to settle the Action.

11 2.4 Prior to the direct settlement negotiations, Plaintiff obtained, through informal
12 discovery, Plaintiff’s personnel records and paystubs, policies, and an anonymized sample of
13 employee data including payroll registers, workweeks, and time records. Plaintiffs’ investigation
14 was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*
15 (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App.
16 4th 116, 129-130 (“*Dunk/Kullar*”).

17 2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware
18 of any other pending matter or action asserting claims that will be extinguished or affected by the
19 Settlement.

20 2.6 Plaintiff and PAGA Counsel recognize the expense and length of continued
21 proceedings that would be necessary to litigate Plaintiff’s claims in the Action through trial and
22 through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of the
23 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff
24 and PAGA Counsel are also aware of the burdens of proof necessary to establish liability for the
25 claims asserted in the Action, both generally and in response to Defendant’s defenses thereto, and
26 the difficulties in establishing penalties and other relief sought in the Action. Plaintiff and PAGA
27 Counsel also have taken into account Defendant’s agreement to enter into a settlement that
28 confers substantial benefits upon the State of California and PAGA Members. Based on the

1 foregoing Plaintiff and PAGA Counsel have determined that the Settlement set forth in this
2 Agreement is fair, adequate, and reasonable and is in the best interests of all PAGA Members.

3 2.7 Defendant denies all allegations made in the Action, and also denies that it
4 engaged in any wrongful conduct with respect to Plaintiff, or that she suffered any harm or
5 damages as a result of its conduct. Defendant had asserted and continues to assert that the claims
6 alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution,
7 penalties, or other payments. Defendant has nonetheless concluded that any further defense of the
8 Action would be protracted and expensive for all Parties. Substantial amounts of Defendant's
9 time, energy, and resources have been, and unless this Settlement is completed, shall continue to
10 be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into
11 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
12 though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action,
13 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
14 Agreement and to put to rest the claims alleged in the Action in order to focus on business
15 operations. This Agreement is a compromise of disputed claims. Nothing contained in this
16 Agreement, no documents referred to herein, and no action taken to carry out this Agreement,
17 shall be construed or used as an admission by or against Defendant as to the merits or lack thereof
18 of the claims asserted in the Action. Defendant contends that it has complied with all applicable
19 state, federal and local laws.

20 **3. MONETARY TERMS.**

21 3.1 Gross Fund Value. Defendant promises to pay two hundred ninety-five thousand
22 dollars (\$295,000.00) and no more as the Gross Fund Value. Defendant has no obligation to pay
23 the Gross Fund Value prior to the deadline stated in Paragraph 4.4 of this Agreement. The
24 Administrator will disburse the entire Gross Fund Value without asking or requiring PAGA
25 Members to submit any claim as a condition of payment. None of the Gross Fund Value will
26 revert to Defendant.

1 3.2 Payments from the Gross Fund Value. The Administrator will make and deduct the
2 following payments from the Gross Fund Value, in the amounts specified by the Court in the
3 Final Approval:

4 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
5 35%, which is currently estimated to be one hundred three thousand two hundred fifty dollars and
6 no cents (\$103,250.00), and PAGA Counsel Litigation Expenses Payment of not more than three
7 thousand dollars (\$3,000.00). Defendant will not oppose requests for Court approval of these
8 payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will
9 file a stipulation or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
10 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel
11 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
12 remainder to the PAGA Net Settlement Amount. Released Parties shall have no liability to PAGA
13 Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA
14 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator
15 will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
16 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on
17 the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and
18 holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding
19 any division or sharing of any of these Payments.

20 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed
21 fifteen thousand dollars (\$15,000.00) except for a showing of good cause and as approved by the
22 Court. To the extent the Administration Expenses are less, or the Court approves payment less
23 than \$15,000.00, the Administrator will retain the remainder in the PAGA Net Settlement
24 Amount. The Parties agree to cooperate in the Settlement Administration process and to make all
25 reasonable efforts to control and minimize Administrator Expenses.

26 3.2.3 To the LWDA and PAGA Members: Approximate PAGA Fund Value in
27 the amount of one hundred sixty-three thousand seven hundred fifty dollars and no cents
28 (\$163,750.00) to be paid from the Gross Fund Value, with 65%, one hundred six thousand four

1 hundred thirty-seven dollars and fifty cents (\$106,437.50) allocated to the LWDA PAGA
2 Payment and 35%, fifty seven thousand three hundred twelve dollars and fifty cents (\$57,312.50)
3 allocated to the Individual PAGA Payments.

4 The Administrator will calculate each Individual PAGA Payment by dividing the amount
5 of the PAGA Fund Value allocated to the Individual PAGA Payments by the total number of
6 PAGA Pay Periods worked by all PAGA Members during the PAGA Period, multiplied by the
7 number of PAGA Pay Periods worked by the individual PAGA Member at issue. PAGA
8 Members assume full responsibility and liability for any taxes owed on their Individual PAGA
9 Payment.

10 3.2.3.1 The Administrator will report the Individual PAGA Payments
11 on IRS 1099 Forms.

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

13 4.1 PAGA Member Pay Periods. Based on a review of its records to date, Defendant
14 estimates there are four thousand two hundred ninety-six (4,296) PAGA Members who worked a
15 total of 78,902 PAGA Pay Periods.

16 4.2 PAGA Members Data. Within fourteen (14) days of the date the Court enters an
17 approval, Defendant will simultaneously deliver the PAGA Member Data to the Administrator in
18 electronic form. To protect PAGA Members' privacy rights, the Administrator must maintain the
19 PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this
20 Settlement and for no other purpose and restrict access to the PAGA Member Data to
21 Administrator employees who need access to the PAGA Member Data to effect and perform
22 under this Agreement. Without any extension of the deadline by which Defendant must send the
23 PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use
24 best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
25 omitted PAGA Member Data.

26 4.3 Notice to PAGA Members. Within seven (7) days following its receipt of the
27 PAGA Member Data, the Administrator shall provide the Parties with its proposed calculations
28 for how the PAGA Payment will be distributed to the PAGA Members. Within seven (7) days

1 after providing the Parties with those calculations, subject to the approval of the Parties, the
2 Administrator shall prepare copies of the Court approved settlement notices to the PAGA
3 Members (the “Notices”) and send them the Notices with their share of the Individual PAGA
4 Payment via first-class, United States mail. The Administrator shall exercise its best judgment to
5 determine the current mailing address for each PAGA Member. The address identified by the
6 Administrator as the current mailing address shall be presumed to be the most current mailing
7 address for each PAGA Member. The Notices, which shall be in a form mutually agreed to by the
8 Parties and approved by the Court, shall inform the PAGA Members that all claims they might
9 possess against Defendant for violation of PAGA based on events occurring during the PAGA
10 Period have been released by virtue of the Settlement. The Notices shall also inform the PAGA
11 Members that they assume full responsibility and liability for the payment of any taxes due on
12 such payments. A true and correct copy of the Notice in substantially the same form to be mailed
13 to the PAGA Members is attached hereto as Exhibit A. The Parties agree that this procedure for
14 notice provides the best notice practicable to PAGA Members and fully complies with due
15 process.

16 4.4 Funding of Gross Fund Value. Defendant shall fully fund the Gross Fund Value by
17 transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

18 4.5 Payments from the Gross Fund Value. Within fourteen (14) days after Defendant
19 funds the Gross Fund Value, the Administrator will mail checks for all Individual PAGA
20 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
21 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
22 Payment shall not precede disbursement of Individual PAGA Payments.

23 4.5.1 The Administrator will issue checks for the Individual PAGA Payments
24 and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of
25 each check shall prominently state the date (not less than 180 days after the date of mailing) when
26 the check will be voided. The Administrator will cancel all checks not cashed by the void date.
27 Before mailing any checks, the Administrator must update the recipients’ mailing addresses using
28 the National Change of Address Database.

1 4.5.2 The Administrator must conduct a PAGA Member Address Search for all
2 PAGA Members whose checks are returned undelivered without USPS forwarding address.
3 Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the
4 USPS forwarding address provided or to an address ascertained through the PAGA Member
5 Address Search. The Administrator need not take further steps to deliver checks to PAGA
6 Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly
7 send a replacement check to any PAGA Member whose original check was lost or misplaced, or
8 requested by the PAGA Member prior to the void date.

9 4.5.3 For any PAGA Member whose Individual PAGA Payment check is
10 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
11 by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA
12 Member.

13 4.5.4 The payment of Individual PAGA Payments shall not obligate Defendant
14 to confer any additional benefits or make any additional payments to the PAGA Members (such
15 as 401(k) contributions or bonuses) beyond those specified in this Agreement. It is the intent of
16 the Parties that the Individual PAGA Payments provided for in this Agreement are the sole
17 payments to be made by Defendant to the PAGA Members in connection with this Settlement,
18 with the exception of Plaintiff, and that the PAGA Members are not entitled to any new or
19 additional compensation or benefits as a result of having received the Individual PAGA
20 Payments. Furthermore, the receipt of Individual PAGA Payments by the PAGA Members shall
21 not, and does not, by itself establish any general, special, or joint employment relationship
22 between and among the PAGA Members and Defendant.

23 **5. RELEASES OF CLAIMS.**

24 Effective on the date when Defendant provides the Gross Fund Value to the
25 Administrator, Plaintiff and PAGA Counsel will release claims against all Released Parties as
26 follows:

27 5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses,
28 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors

1 and assigns generally, release and discharge Released Parties from all claims, transactions or
2 occurrences, known or unknown, unforeseen, unanticipated, unsuspected or latent, contingent or
3 vested, in law or in equity, including, but not limited to: all claims that were, or reasonably could
4 have been, alleged by Plaintiff, or Plaintiff's heirs, successors and/or assigns, whether directly,
5 indirectly, representatively, derivatively or in any other capacity, against Defendant or any of the
6 other Released Parties, arising at any time prior to entry of the Judgment, including but not
7 limited to those claims raised in the Action, and those arising from or related to employment with
8 Defendant, or based on the facts contained in the Operative Complaint and the PAGA Notice
9 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
10 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
11 social security benefits, workers' compensation benefits that arose at any time or based on
12 occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or
13 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be
14 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or Plaintiff's discovery of them. This release
16 excludes only the release of claims not permitted by law.

17 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes
18 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
19 benefits, if any, of section 1542 of the California Civil Code, which reads:

20 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
21 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
22 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
23 **EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR**
24 **HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
25 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

26 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
27 full and complete release and discharge of all of their Released Claims, Plaintiff expressly
28 acknowledges that this Settlement is intended to include in its effect, without limitation, all

Released Claims which Plaintiff does not know or suspect to exist in her favor at the time of execution hereof, and that the Settlement contemplates the extinguishment of all such Released Claims.

5.2 Release by PAGA Members:

All PAGA Members shall fully and finally release and discharge Defendant and its respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of its respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives ("Released Parties"), from all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from and/or relating in any way to the claims pled in the Action (including in the operative complaint and LWDA Notice) or the Released Claims that could have been asserted based on the facts alleged in the Action against Defendant.

5.3 Release by PAGA Counsel:

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.

6. MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Member Data; amounts of insurance coverage for

1 any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or
2 potential conflicts of interest with PAGA Members or the LWDA; and the nature and extent of
3 any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
4 declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all
5 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
6 Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code § 2699, subd.
7 (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with PAGA
8 Members and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver
9 that they are not aware of any other pending matter or action asserting claims that will be
10 extinguished or adversely affected by the Settlement.

11 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are
12 jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of
13 this Settlement as soon as practicable after the full execution of this Agreement and, if necessary,
14 obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the
15 motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

16 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
17 stipulation or motion for approval of this Settlement and/or the supporting declarations and
18 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
19 the Parties by meeting by telephone or videoconference, and in good faith, to resolve the
20 disagreement. If the Court does not grant the stipulation or motion for approval of this Settlement
21 or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense
22 Counsel will expeditiously work together on behalf of the Parties by meeting by telephone or
23 videoconference, and in good faith, to modify the Agreement and otherwise satisfy the Court's
24 concerns.

25 **7. SETTLEMENT ADMINISTRATION.**

26 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action
27 Administration Solutions ("Phoenix") to serve as the Administrator and verified that, as a
28 condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a

1 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
2 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
3 financial or otherwise, with the Administrator other than a professional relationship arising out of
4 prior experiences administering settlements.

5 7.2 Employer Identification Number. Within thirty (30) days of the Court's issuance
6 of an order granting approval of the Parties' Settlement, the Administrator shall have and use its
7 own Employer Identification Number for the purposes of calculating payroll tax withholdings and
8 providing reports to state and federal tax authorities.

9 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
10 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
11 Regulation section 468B-1.

12 7.4 Administrator Duties. The Administrator has a duty to perform or observe all
13 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

14 7.5 Disputes Regarding Administration of Settlement. Any dispute not resolved by the
15 Administrator concerning the administration of the Settlement shall be resolved by the Court.
16 Prior to any such involvement of the Court, counsel for the Parties shall confer in good faith.

17 **8. PAGA MEMBER SIZE ESTIMATES.**

18 Based on its records, Defendant estimates that, as of the date of this Settlement
19 Agreement, there are four thousand two hundred ninety-six (4,296) PAGA Members who worked
20 a total of seventy-eight thousand nine hundred two (78,902) PAGA Pay Periods.

21 **9. CONTINUING JURISDICTION OF THE COURT.**

22 The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the
23 Parties, Action and the Settlement solely for purposes of (i) interpreting, implementing, and
24 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and
25 (iii) addressing such post-Judgment matters as are permitted by law.

26 **10. ADDITIONAL PROVISIONS.**

27 10.1 No Admission of Liability or Representative Manageability for Other Purposes.
28 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in

1 this Agreement is intended or should be construed as an admission by Defendant that any of the
2 allegations in the Operative Complaint have merit or that Defendant has any liability for any
3 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
4 Defendant's defenses in the Action have merit. The Parties agree that representative treatment is
5 for purposes of this Settlement only. If for any reason the Court does not approve this Settlement,
6 Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the
7 right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to
8 settle the Action will have no bearing on, and will not be admissible in connection with, any
9 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
11 Agreement together with any attached exhibits shall constitute the entire agreement between the
12 Parties relating to the Settlement, superseding any and all oral representations, warranties,
13 covenants or inducements made to or by any Party.

14 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
15 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
16 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to
17 effectuate its terms, and to execute any other documents reasonably required to effectuate the
18 terms of this Agreement including any amendments to this Agreement.

19 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
20 their best efforts, in good faith, to implement the Settlement by, among other things, modifying
21 the Settlement Agreement, submitting supplemental evidence and supplementing points and
22 authorities as requested by the Court. In the event the Parties are unable to agree upon the form or
23 content of any document necessary to implement the Settlement, or on any modification of the
24 Agreement that may become necessary to implement the Settlement, the Parties will seek the
25 assistance of a mediator and/or the Court for resolution.

26 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
27 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
28

1 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
2 action or right released and discharged by the Party in this Settlement.

3 10.6 No Tax Advice/Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE
4 AND AGREE THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
5 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES,
6 PLAINTIFF'S COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS
7 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
9 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
10 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
11 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
12 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
13 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
15 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
16 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
17 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
18 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
19 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
20 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
21 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
22 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
23 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
24 AGREEMENT.

25 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
26 modified, changed or waived only by an express written instrument signed by all Parties or their
27 representatives or successors-in-interest, and approved by the Court.
28

1 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties, except to the extent that the Released
3 Parties as defined above are and will be released and not subject to this Paragraph.

4 10.9 Applicable Law. All terms and conditions of this Agreement and any exhibits will
5 be governed by and interpreted according to the internal laws of the state of California, without
6 regard to conflict of law principles.

7 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
8 preparation of this Agreement. This Agreement will not be construed against any Party on the
9 basis that the Party was the drafter or participated in the drafting.

10 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders
11 entered during the Action and in this Agreement relating to the confidentiality of information
12 shall survive the execution of this Agreement.

13 10.12 Use and Return of PAGA Member Data. Information provided to PAGA Counsel
14 pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data
15 provided to PAGA Counsel by Defendant in connection with the settlement negotiations, or in
16 connection with the Settlement, may be used only with respect to this Settlement, and no other
17 purpose, and may not be used in any way that violates any existing contractual agreement, statute
18 or California Rules of Court rule. Not later than ninety (90) days after the Administrator
19 discharges its obligation to pay out all of the Settlement funds, Plaintiff and PAGA Counsel shall
20 destroy all paper and electronic versions of PAGA Member Data received from Defendant unless,
21 prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request
22 to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

23 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement
24 is inserted for convenience of reference only and does not constitute a part of this Agreement.

25 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or federal legal holiday, such date or deadline shall be on the first business day
28 thereafter.

1 10.15 Notice. All notices, demands or other communications between the Parties in
2 connection with this Agreement will be in writing and deemed to have been duly given as of the
3 day sent by email or messenger, addressed as follows:

4 To Plaintiff: Kevin A. Lipeles, Esq.
5 kevin@kallaw.com
6 Thomas H. Schelly, Esq.
7 thomas@kallaw.com
8 LIPELES LAW GROUP, APC
9 880 Apollo Street, Suite 336
10 El Segundo, California 90245

11 To Defendant: Rick Bergstrom, Esq.
12 rjbergstrom@jonesday.com
13 JONES DAY
14 4655 Executive Drive, Suite 1500
15 San Diego, California 92121-3134

16 10.16 Execution in Counterparts. This Agreement may be executed in one or more
17 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
18 Agreement shall be accepted as an original. All executed counterparts and each of them will be
19 deemed to be one and the same instrument if counsel for the Parties will exchange between their
20 signed counterparts. Any executed counterpart will be admissible in evidence to prove the
21 existence and contents of this Agreement.

22 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
23 litigation shall be stayed, except to effectuate the terms of this Agreement and enter the Judgment.
24 The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil
25 Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil
26 Procedure section 583.310 for the entire period of this settlement process.

27 10.18 Invalidity of Any Provision. Before declaring any term or provision of this
28 Agreement invalid, the Parties request that the Court first attempt to construe the terms or
provisions valid to the fullest extent possible consistent with applicable precedents so as to define
all provisions of this Agreement as valid and enforceable.

 10.19 Binding Settlement. This settlement shall bind the Parties and all PAGA
Member(s), subject to the terms and conditions hereof and the Court's approval.

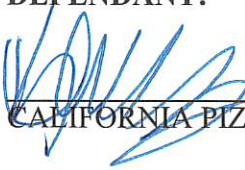
1
2 DATED: 1/06/ __, 2026

PLAINTIFF/PAGA REPRESENTATIVE:

3
4 
Olivia Beneduce (Jan 6, 2026 15:31:35 PST)
OLIVIA BENEDUCE

5 DATED: 1/27 __, 2026

DEFENDANT:

6
7 
CALIFORNIA PIZZA KITCHEN, INC.

8
9 APPROVED AS TO FORM:

10 DATED: January 6, 2026

PAGA COUNSEL:
LIPELES LAW GROUP, APC

11
12 
13 By: Kevin A. Lipeles
14 Thomas H. Schelly
15 Attorneys for Plaintiff
OLIVIA BENEDUCE

16 DATED: January 27, 2026

COUNSEL FOR DEFENDANT:
JONES DAY

17
18 
19 By: Rick Bergstrom
20 Attorneys for Defendant
21 CALIFORNIA PIZZA KITCHEN, INC.