

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Megan R. Lazar (sbn 315007)

megan@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff, RUSSELL PARRISH, on behalf himself and all others similarly situated and aggrieved

O'HAGAN MEYER LLP

Soojin Kang (Cal Bar No. 219738)

skang@ohaganmyer.com

Iya Merilles (Cal Bar No. 356772)

imerilles@ohaganmeyer.com 550 S. Hope Street, Suite 2400

Los Angeles, California 90071

Tel: (213) 647-0086

Attorneys for Defendants PACIFIC PJ, LLC; PJ CLEVELAND, LLC; PJ ESCONDIDO, INC.; PJ BROADWAY, INC.

[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RUSSELL PARRISH and MATTHEW WEBB, an individual and on behalf of all others similarly situated,

Plaintiffs,

v.

PACIFIC PJ, LLC, a California limited liability company; PJ CLEVELAND LLC, a California limited liability company; PJ ESCONDIDO, INC., a California corporation, AHMAD R. MELEKZADEH, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV07194

[Assigned for all purposes to Honorable David S. Cunningham III Dept. 11]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: 2021

Trial Date: None Set

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Victoria B. Rivapalacio (State Bar #275115)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223; Facsimile: (858) 551-1232

Attorneys for Plaintiff, MATTHEW WEBB, on behalf himself and all others similarly
situated and aggrieved

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiffs Russell Parrish and Matthew Webb (“Plaintiffs”) and defendants Pacific PJ,
3 LLC; PJ Cleveland, LLC; PJ Escondido, Inc.; PJ Broadway, Inc. (collectively, “Defendants”).
4 The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as
5 “Party.” The Class Members and Aggrieved Employees, more fully defined below, are
6 individuals that worked as non-exempt employees at the Papa John’s stores operated by the
7 following entities:

- 8 • PJ Mira Mesa Inc., PJ Hillcrest Inc., PJ National City Inc., PJ Escondido Inc., PJ La
9 Mesa Inc., PJ Imperial Beach Inc., PJ El Cajon Inc., PJ San Carlos Inc., PJ Oceanside
10 East Inc., PJ Oceanside West Inc., PJ Chula Vista Inc., PJ Rancho Del Rey Inc., PJ
11 Carmel Mtn Inc., PJ Clairemont Inc., PJ Murphy Cyn Inc., PJ San Marcos Inc., PJ
12 Broadway Inc., PJ La Jolla Inc. (collectively “San Diego Stores”);
- 13 • PJ Temecula Inc; PJ Murrieta Inc; PJ Hemet Inc; PJ Menifee Inc; PJ Canyon Lake Inc;
14 and PJ Perris Inc (collectively “Inland Empire Stores”).

15 1. DEFINITIONS

16 1.1. “Action” means the above-captioned action amended to consolidate all parties and claims
17 ever alleged or asserted in the following actions and related PAGA Notices:

- 18 1.1.1. Russell Parrish v. Pacific PJ, LLC, et al., Los Angeles Superior Court, Case
19 Number 23STCV07194 (“Parrish Class Action”);
- 20 1.1.2. Russell Parrish v. Pacific PJ, LLC, et al., Los Angeles Superior Court, Case
21 Number 23STCV12867 (“Parrish PAGA Action”) and related PAGA Notices;
- 22 1.1.3. Matthew Webb v. PJ Broadway Inc., et al., San Diego Superior Court, Case
23 Number 37-2023-00010303-CU-OE-CTL (“Webb Class Action”);
- 24 1.1.4. Matthew Webb v. PJ Broadway Inc., et al., Orange County Superior Court, Case
25 Number 30-2023-01337244-CU-OE-CXC, including the proposed First
26 Amended Representative Action Complaint that was submitted to the Court in
27 or about January 2025, and all related PAGA Notices (“Webb PAGA Action”).

28 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), 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 Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all persons currently or formerly employed as non-exempt, hourly-paid employees at the San Diego Stores and Inland Empire Stores during the applicable PAGA Periods.

1.5. “Class” means all persons currently or formerly employed as non-exempt, hourly-paid employees at the San Diego Stores and Inland Empire Stores during the applicable Class Periods.

1.6. “Class Counsel” means David D. Bibiyan, Jason Rothman, Vedang J. Patel and Megan R. Lazar of Bibiyan Law Group, P.C (“BLG”); and Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”).

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendant’s custody, possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3) last known Social Security Number(s); and (4) and number of Class Period Workweeks and PAGA Pay Periods. Concurrently with the delivery of the Class Data to the Settlement Administrator, as detailed in Section 4.2 below, Defendant will provide Class Counsel the Workweek and PAGA Pay Period totals with a declaration attesting to how the totals were calculated.

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

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class 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 Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Periods”:

1.12.1. “San Diego Class Period” means the period from February 20, 2022, through December 7, 2025.

1.12.2. “Inland Empire Class Period” means the period from December 26, 2022, through December 7, 2025.

1.13. “Class Representative(s)” means Russell Parrish and Matthew Webb.

1.14. “Class Representative Service Payment” means the payment to the Class Representatives for initiating and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Los Angeles.

1.16. “Defendants” means named defendants in the Amended Complaint, Pacific PJ, LLC; PJ Cleveland, LLC; PJ Escondido, Inc.; PJ Broadway, Inc.

1.17. “Defense Counsel” means Soojin Kang and Iya Merilles of O’Hagan Meyer LLP.

1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no person objects to the Settlement, the day the Court enters Judgment; (b) if one or more persons object to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21. “Gross Settlement Amount” means \$625,000.00 (Six Hundred Twenty-Five Thousand

Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except employer's portion of payroll taxes owed on the Wage Portions of the Individual Class Payments which will be paid separate and apart from the Gross Settlement Amount. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and Administrator's Expenses.

1.22. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.24. "Judgment" means the judgment entered by the Court based upon Final Approval.

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

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

1.27. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked at least one day at one or more of the San Diego Stores during the San Diego PAGA Period or at least one day at one or more of the Inland Empire Stores during the Inland Empire PAGA Period. An Aggrieved Employee shall be credited with no more than one (1) PAGA Pay Period for any

single such fourteen-day period, regardless of the number of stores, locations, or employing entities at or for which the Aggrieved Employee performed work during that period..

1.30. “PAGA Periods”:

1.30.1. “San Diego PAGA Period” means the period from April 2, 2022, through the end of the San Diego Class Period;

1.30.2 “Inland Empire PAGA Period” means the period from December 26, 2022 through the end of the Inland Empire Class Period.

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

1.32. “PAGA Notice” means the notices submitted by Plaintiffs to the Labor and Workforce Development Agency (“LWDA”) and Defendants pursuant to California Labor Code Section 2699.3., including amended or supplemental notices related to the Actions.

1.33. “PAGA Penalties” means the total amount of \$62,500.00, allocated 75% (\$46,875.00) to the LWDA and 25% (\$15,625.00) to Aggrieved Employees.

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

1.35. “Plaintiffs” means Russell Parrish and Matthew Webb, the named plaintiffs in the Action.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval and Approval of PAGA Settlement.

1.38. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.

1.40. “Released Parties” means: (a) Defendants, Beachwood Capital Corporation, Ahmad R. Malekzadeh, PJ Mira Mesa Inc., PJ Hillcrest Inc., PJ National City Inc., PJ Escondido Inc., PJ La Mesa Inc., PJ Imperial Beach Inc., PJ El Cajon Inc., PJ San Carlos Inc., PJ Oceanside East Inc., PJ Oceanside West Inc., PJ Chula Vista Inc., PJ Rancho Del Rey Inc., PJ Carmel Mtn Inc.,

1 PJ Clairemont Inc., PJ Murphy Cyn Inc., PJ San Marcos Inc., PJ Broadway Inc., PJ La Jolla Inc.,
2 PJ Temecula Inc, PJ Murrieta Inc, PJ Hemet Inc, PJ Menifee Inc, PJ Canyon Lake Inc, and PJ
3 Perris Inc; (b) the respective former and present parents, subsidiaries, affiliated corporations and
4 entities, clients, vendors and independent contractors of the entities in subparagraph (a); (c) the
5 successors and predecessors of the entities identified in subparagraphs (a) and (b); and (d) each
6 of the respective current, former, and future officers, directors, members, managers, insurers,
7 accountants, attorneys, investment bankers, lenders, trusts, trustees, licensors, licensees,
8 employees, consultants, vendors, payroll companies, management companies, HR services
9 providers, independent contractors, clients, partners, shareholders, owners, joint venturers, and
10 third-party agents of any entities identified in subparagraphs (a) through (c), in in his, her, their,
11 or its capacity as such.

12 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be
13 excluded from the Class Settlement signed by the Class Member.

14 1.42. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
15 Class Members and Aggrieved Employees and shall be the last date on which Class Members
16 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
17 Settlement. Class Members to whom Notice Packets are resent after having been returned
18 undeliverable to the Administrator shall have an additional 15 days beyond the Response
19 Deadline has expired.

20 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the
21 Judgment.

22 1.44. “Workweek” means any week during which a Class Member worked for Defendants, at
23 least one day at one or more of the San Diego Stores during the San Diego Class Period or at
24 least one day at one or more of the Inland Empire Stores during the Inland Empire Class Period.
25 A Class Member shall be credited with no more than one (1) Workweek for any single such
26 seven-day period, regardless of the number of stores, locations, or employing entities at or for
27 which the Class Member performed work during that period.
28

2. RECITALS

2.1. On April 3, 2023, plaintiff Parrish commenced this Action by filing a class action complaint against Defendants for: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) unfair competition (“Parrish Class Action”).

2.2. On March 31, 2023, plaintiff Parrish filed with the LWDA and served on Defendants a notice under Labor Code section 2699, et seq. seeking to represent other non-exempt employees against Defendant for various Labor Code violations (“Parrish PAGA Notice”).

2.3. On June 6, 2023, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice, plaintiff Parrish filed a separate representative action under PAGA against Defendants in the Superior Court of California, County of Los Angeles, for the Labor Code violations set out in his PAGA Notice (the “Parrish PAGA Action”).

2.4. On March 13, 2023, plaintiff Webb filed a class action complaint against Defendants for various wage and hour violations (“Webb Class Action”). On October 8, 2024, the court dismissed the entire action without prejudice, pursuant to a stipulation between Defendants and plaintiff Webb.

2.5. On January 25, 2023, plaintiff Webb filed with the LWDA and served on Defendants a notice under Labor Code section 2699, et seq. alleging various Labor Code violations and, on May 30, 2024, plaintiff Webb filed with the LWDA and served on Defendants and amended notice, adding additional Defendants (“Webb PAGA Notice”).

2.6. On July 20, 2023, after sixty-five (65) days had passed without any action by the LWDA with respect to the Labor Code violations alleged in the PAGA Notice of January 25, 2023, plaintiff Webb filed a separate representative action under PAGA against Defendants in the Superior Court of California, County of San Diego, for the Labor Code violations set out in his PAGA Notice (the “Webb PAGA Action”). On October 5, 2023, pursuant to the Parties’

1 stipulation, the Court ordered Webb’s individual PAGA claim be submitted to arbitration and
2 stayed the remainder of the Webb PAGA Action pending completion of arbitration.

3 2.7. On June 3, 2024, plaintiff Webb filed with the LWDA and served on Defendants, the San
4 Diego Stores, and the Inland Empire Stores, an amended PAGA Notice, alleging various Labor
5 Code violations, and moved for a temporary lifting of the stay to allow filing of a First Amended
6 Complaint with respect to the violations alleged in the amended PAGA Notice. On February 7,
7 2025, the request was denied without prejudice pending completion of the individual arbitration.

8 2.8. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

9 2.9. Prior to mediation, Plaintiffs investigated and obtained and reviewed relevant information
10 and documents, including time and payroll data, employee information, and Defendants’ policies
11 and practices, sufficient to evaluate the claims and potential exposure in the Actions.

12 2.10. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in
13 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
14 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

15 2.11. On August 13, 2025, the Parties participated in a mediation before Tagore Subramaniam.
16 The mediation was successful, and the Parties agreed to globally resolve all class and PAGA
17 claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff Parrish
18 filing of a First Amended Complaint in the Parrish Class Action, adding all allegations brought
19 in the Parrish PAGA Action, as well as the Webb Class and PAGA Actions, thereby effectively
20 consolidating the four actions for purposes of Settlement (hereinafter, the “Action”). The First
21 Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

22 2.12. The Court has not granted class certification.

23 2.13. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
24 other pending matter or action asserting claims against Defendants that will be extinguished or
25 affected by the Settlement. However, there is a case filed against one of the Released Parties,
26 Beachwood Capital Corporation, pending in San Diego Superior Court, Case No. 25CU049755C,
27 Nigel Armstrong v. Beachwood Capital Corporation.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendants agree to pay a total of \$625,000.00 as a non-reversionary Gross Settlement Amount. The Gross Settlement Amount includes all payments to Participating Class Members, PAGA penalties, attorneys' fees and costs, service awards, and administration costs. Defendants shall separately pay any employer-side payroll taxes on the wage portion of the settlement payments, as required by law. Defendants shall fund the Gross Settlement Amount in accordance with the timeline set forth in Paragraph 4.3 of this Agreement. The Settlement Administrator shall distribute the Gross Settlement Amount to Participating Class Members and PAGA Members without requiring the submission of claim forms. No portion of the Gross Settlement Amount shall 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 Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payment to each Plaintiff of not more than \$7,500.00, for a total of \$15,000.00 to Plaintiffs, in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiffs are entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be \$208,333.33 and a Class Counsel Litigation

Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class 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 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class 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. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$11,500.00 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 \$11,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax

withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA penalties in the amount of \$62,500.00, with 75% (\$46,875.00) allocated to the LWDA and 25% (\$15,625.00) allocated to Aggrieved Employees.

3.2.5.1. Individual PAGA Payments shall be calculated on a pro rata basis based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 900 Class Members who collectively worked a total of 55,000 Workweeks during the Class Periods,.

4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the

1 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
2 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
3 employees who need access to the Class Data to effect and perform under this Agreement.
4 Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the
5 Class Data omitted class member identifying information and to provide corrected or updated
6 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
7 Defendant must send the Class Data to the Administrator, the Parties and their counsel will
8 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
9 to missing or omitted Class Data.

10 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
11 Amount, and shall also pay all employer-side payroll taxes required by law, by transmitting the
12 funds to the Settlement Administrator no later than twenty-four (24) months after the Effective
13 Date.

14 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendants fund the
15 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
16 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
17 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
18 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
19 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
20 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
21 Payments.

22 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
23 Individual PAGA Payments and send them to the Class Members via First Class U.S.
24 Mail, postage prepaid. The face of each check shall prominently state the date (not less
25 than 180 days after the date of mailing) when the check will be voided. The
26 Administrator will cancel all checks not cashed by the void date. The Administrator
27 will send checks for Individual Settlement Payments to all Participating Class Members
28 (including those for whom Class Notice was returned undelivered). The Administrator

will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class 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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or 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 State Controller's Office, Unclaimed Property Division in the name of the Class Member or Aggrieved Employee thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

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

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,

1 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
2 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
3 Class Members, and Class Counsel will release claims against all Released Parties as follows:

4 5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
6 and discharge Released Parties from all any and all claims, debts, liabilities, demands,
7 obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind
8 or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted,
9 arising out of, relating to, or resulting from his employment and/or separation of employment
10 with Defendants, which Plaintiffs, at any time up until the execution of this Settlement
11 Agreement, had or claimed to have or may have including, but not limited to: (a) all claims that
12 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
13 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on
14 facts contained in the Operative Complaint and Plaintiffs' PAGA Notices. ("Plaintiffs'
15 Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement,
16 or to any claims for vested benefits, unemployment benefits, disability benefits, social security
17 benefits, workers' compensation benefits that arose at any time, or based on occurrences outside
18 the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from,
19 or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees,
20 nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding
21 such different or additional facts or Plaintiffs' discovery of them.

22 5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For
23 purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the
24 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
25 which reads:

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

debtor or Released Party.

5.1.2 Plaintiff Parrish's Release of Federal Age-Related Claims. Plaintiff's Released Claims includes the release of federal age-related claims. As such, Plaintiff fully and forever releases and discharges the Released Parties, of and from any and all claims, demands, causes of action, charges and grievances, of whatever kind or nature, whether known or unknown, suspected or unsuspected, which Plaintiff now owns or holds or had at any time before his signature date below owned or held against any of the Released Parties, arising out of any claim(s) of age discrimination under federal law or state law, including the federal Age Discrimination in Employment Act (including the Older Workers Benefit Protection Act). This Release does not prohibit Plaintiff from filing any ADEA-related charges with any governmental administrative agency as long as Plaintiff does not personally seek reinstatement, damages, remedies, or other relief as to any claim that Plaintiff has released, any right to which Plaintiff hereby waives.

5.1.2.1 Period for Review and Consideration of Agreement. Plaintiff confirms that he has been given twenty-one (21) days to review and consider this Agreement before signing it. Plaintiff understands that he may use as much or as little of this period as he wishes prior to signing the Agreement.

5.1.2.2 Plaintiff's Right to Revoke Waiver of Claims Under the ADEA, and ADEA Only. In order to comply with the Older Workers Benefits Protection Act (29 U.S.C. section 626(f)) and effectuate the release by Plaintiff of any potential claims under the Federal Age Discrimination In Employment Act, as described herein, Plaintiff agrees as follows. Plaintiff specifically acknowledges that he is waiving and releasing any rights he may have under the Age Discrimination In Employment Act of 1967 ("ADEA") in exchange for the consideration paid. Plaintiff acknowledged that the consideration given for this waiver and release is in addition to anything of value to which he is already entitled. Plaintiff has carefully reviewed this Agreement and understands the terms and conditions it contains. By entering into this Agreement, Plaintiff is giving up potentially valuable legal rights and each intends to be bound by

1 all the terms and conditions set forth in this Agreement. Plaintiff is entering into this
2 Agreement freely, knowingly and voluntarily. Plaintiff has been advised to consult
3 legal counsel, and has done so, before executing the Agreement. Plaintiff does not
4 waive any rights or claims that may arise after the date this Agreement is executed. If
5 this Agreement is signed by Plaintiff and returned to defense counsel within the time
6 specified in this paragraph, Plaintiff may revoke the release of any ADEA claims only,
7 within seven (7) calendar days of the date of Plaintiff's signature to this Agreement.
8 Revocation must be made by delivering a written notice of revocation to defense
9 counsel, which must be received no later than the close of business on the seventh
10 calendar day (or next business day thereafter, if the seventh calendar day is not a
11 business day) after Plaintiff signs this Agreement. If Plaintiff revokes any ADEA
12 claims, this Agreement shall not be effective or enforceable as to any rights the
13 revoking Plaintiff may have under the ADEA. Additionally, this release eliminates all
14 penalties, such as attorneys' fees, for any action brought by Plaintiff challenging the
15 validity of the ADEA waiver. If Plaintiff revokes the release of ADEA claims,
16 Defendants shall have the right in its sole and absolute discretion to terminate this
17 Agreement, in which event the Parties shall be returned to their positions as if this
18 Agreement had not been made.

19
20 Notice to Defendants for purposes of revoking the release of ADEA claims shall be
21 effective if and only if it is delivered within the revocation period set forth above
22 by one or more of the following means: (a) personally; (b) by overnight courier; or
23 (c) by registered mail to: (1) Soojin Kang, Iya Merilles, O'Hagan Meyer
24 LLP, 550 S. Hope Street, Suite 2400, Los Angeles, CA 90071.

25 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys, heirs,
27 administrators, successors, and assigns, forever release the Released Parties from all state,
28 federal, or local claims, rights, demands, liabilities, and causes of action of any nature or

description arising from and/or relating to any claim that was ever alleged, or that reasonably could have been alleged based on the facts stated in the Action, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5, 226, 226.3, 226.6, 226.7, 233, 246, 246.5, 354, 408, 500, 510, 512, 515, 516, 553, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; California Business and Professions Code sections 17200, et seq.; California Civil Code sections 3287, 3289; California Code of Civil Procedure section 1021.5; and applicable Industrial Welfare Commission Wage Orders, and claims for failure to pay minimum wages and overtime wages, including any overtime wages owed on bonuses, incentive pay, or other such compensation; failure to pay wages for all hours worked, including for off the clock work; failure to provide meal periods; failure to pay meal period premium wages; failure to provide rest periods; failure to pay rest period premium wages; failure to pay all wages due; failure to furnish complete, accurate, itemized wage statements; failure to pay all earned wages timely during employment and at termination; failure to maintain accurate records; failure to provide sick leave; failure to pay sick leave, including sick leave owed on bonuses, incentive pay, or other such compensation; failure to indemnify.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the applicable Class Periods.

5.4. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the LWDA and State of California, the Released Parties from all claims, demands, rights, liabilities, and causes of action for PAGA penalties that were ever alleged, or that reasonably could have been alleged based on the facts stated in the Operative Complaint and the PAGA Notices, which arose during the applicable PAGA Periods, including but not limited to claims based on violations of California Labor Code sections 201, 202, 203, 204, 206, 210, 215, 216, 218, 218.5, 218.6, 221, 223, 225, 225.5,

226, 226.3, 226.6, 226.7, 233, 246, 246.5, 354, 408, 500, 510, 512, 515, 516, 553, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182, 1182.11, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802; and applicable Industrial Welfare Commission Wage Orders, California Code of Regulations, Title 8, Section 1040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1070(14), and claims for failure to pay minimum wages and overtime wages, including any overtime wages owed on bonuses, incentive pay, or other such compensation; failure to pay wages for all hours worked, including for off the clock work; failure to provide meal periods; failure to pay meal period premium wages; failure to provide rest periods; failure to pay rest period premium wages; failure to pay all wages due; failure to furnish complete, accurate, itemized wage statements; failure to pay all earned wages timely during employment and at termination; and failure to maintain accurate records.; failure to provide sick leave; failure to pay sick leave, including sick leave owed on bonuses, incentive pay, or other such compensation; failure to indemnify; and failure to provide suitable seating.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense

Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns to the extent feasible.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 calculating payroll tax withholdings and providing reports state and federal tax authorities.

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. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. The Settlement Administrator shall, as soon as practicable after receiving the Class Data, mail the Class Notice via first-class United States Postal Service (“USPS”) to all Class Members identified in the Class Data, substantially in the form attached as Exhibit A. Prior to mailing, the Settlement Administrator shall update Class Member addresses using the National Change of Address database. The Class Notice shall include an estimate of each Class Member’s Individual Class Payment and, if applicable, Individual PAGA Payment, along with the number of Workweeks and PAGA Pay Periods used to calculate such amounts.

7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks

and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the

1 authenticity of a Request for Exclusion, the Administrator may demand additional proof
2 of the Class Member's identity. The Administrator's determination of authenticity shall
3 be final and not appealable or otherwise susceptible to challenge.

4 7.5.3. Every Class Member who does not submit a timely and valid Request for
5 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
6 to all benefits and bound by all terms and conditions of the Settlement, including the
7 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
8 regardless whether the Participating Class Member actually receives the Class Notice
9 or objects to the Settlement.

10 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
11 Non-Participating Class Member and shall not receive an Individual Class Payment or
12 have the right to object to the class action components of the Settlement. Because future
13 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
14 Participating Class Members who are Aggrieved Employees are deemed to release the
15 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
16 PAGA Payment.

17 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
18 days after the Administrator mails the Class Notice to dispute the number of Workweeks and, if
19 applicable, PAGA Pay Periods attributed to the Class Member. Any such dispute must be
20 submitted in writing to the Administrator. The Administrator may request supporting
21 documentation from the Class Member. In the absence of contrary documentation, the
22 Administrator shall rely on Defendants' records as reflected in the Class Data. The
23 Administrator's determination regarding any such dispute shall be final and binding. The
24 Administrator shall provide copies of all disputes and determinations to Class Counsel and
25 Defense Counsel.

26 7.7. Objections to Settlement

27 7.7.1. Only Participating Class Members may object to the class action components of
28 the Settlement and/or this Agreement, including contesting the fairness of the

Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

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

7.8. Administrator Duties. The Settlement Administrator shall perform all duties and responsibilities set forth in this Agreement, including, but not limited to, providing notice to Class Members, processing opt-outs and objections, calculating and distributing settlement payments, handling disputes regarding Workweeks and PAGA Pay Periods, and issuing appropriate tax forms, in accordance with the terms of this Agreement.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for

1 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
2 containing (a) the names of Class Members who have timely submitted valid Requests
3 for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted
4 invalid Requests for Exclusion. Identifying information of those Class Members will
5 be disclosed to Class Counsel only if the Court requires public disclosure of such
6 information.

7 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
8 reports to Class Counsel and Defense Counsel that, among other things, tally the number
9 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
10 Exclusion (whether valid or invalid) received, objections received, challenges to
11 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
12 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
13 Weekly Reports must include provide the Administrator’s assessment of the validity of
14 Requests for Exclusion and attach copies of all objections received.

15 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
16 address and make final decisions consistent with the terms of this Agreement on all
17 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
18 Administrator’s decision shall be final and not appealable or otherwise susceptible to
19 challenge.

20 7.8.5. Administrator’s Declaration. Before the date by which Plaintiffs are required to
21 file the Motion for Final Approval of the Settlement, the Administrator will provide to
22 Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting
23 to its due diligence and compliance with all of its obligations under this Agreement,
24 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
25 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
26 number of Requests for Exclusion from Settlement it received (both valid or invalid),
27 the number of written objections and attach the Exclusion List. The Administrator will
28 supplement its declaration as needed or requested by the Parties and/or the Court. Class

Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

Defendants' Right to Withdraw. If 7% or more Class Members timely opt out of the class settlement, Defendants shall have the sole right to rescind and void the settlement. If Defendants exercise this right, Defendants shall be responsible for all administration costs incurred to-date. To exercise this right, Defendant shall notify Class Counsel within 7 calendar days after the deadline for Class Members to opt out expires and the Administrator provides a final Weekly Report stating the total number of valid opt outs.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that there are approximately 900 Class Members who collectively worked a total of 55,000 Workweeks during the Class Periods ending December 7, 2025.

8.1. Increase in Workweeks. Defendants estimated that there were approximately 50,000 workweeks worked by Class Members from the beginning dates of the San Diego Class Period and the Inland Empire Class Period through the date of mediation in August 2025. In the event the number of Workweeks during the Class and PAGA periods increases by more than 10%, or 5,000 Workweeks by December 7, 2025, then the release end date will be rolled back to the date on which the 10% is reached. Defendant shall confirm the total workweeks 30 days before the hearing on Plaintiff's motion for preliminary approval and confirm the final class and PAGA periods.

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9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall endeavor to provide drafts of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary and feasible to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administrator Expenses Payment, shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. 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.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as

provided in this Agreement, 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 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until the Effective Date.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged

10. AMENDED JUDGMENT

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

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants or Released Parties 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 class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants

1 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move
2 for class certification on any grounds available and to contest Defendants' defenses. The
3 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on,
4 and will not be admissible in connection with, any litigation (except for proceedings to enforce
5 or effectuate the Settlement and this Agreement).

6 11.2. Confidentiality. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately
7 agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of
8 them will not disclose, disseminate and/or publicize, or cause or permit another person to
9 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
10 specifically or generally, to any person, corporation, association, government agency, or other
11 entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed
12 to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary
13 to report income to appropriate taxing authorities; (4) in response to a court order or subpoena;
14 or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each
15 Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or
16 subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel
17 separately agree not to, directly or indirectly, initiate any conversation or other communication,
18 before the filing of the Motion for Preliminary Approval, any with third party regarding this
19 Agreement or the matters giving rise to this Agreement except to respond only that "the matter
20 was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
21 communications with Class Members in accordance with Class Counsel's ethical obligations
22 owed to Class Members. Whether before or after Preliminary or Final Approval, the Parties and
23 Counsel will not initiate or have any contact with the press, respond to any press inquiry, or have
24 any communication with the press about the Action or this settlement. Class Counsel shall not
25 utilize this settlement in any way in their marketing or advertising materials or website.

26 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
27 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
28 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's

1 ability to communicate with Class Members in accordance with Class Counsel's ethical
2 obligations owed to Class Members.

3 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
4 together with its attached exhibits shall constitute the entire agreement between the Parties
5 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
6 inducements made to or by any Party.

7 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
8 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all
9 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
10 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
11 terms of this Agreement including any amendments to this Agreement.

12 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
13 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
14 Settlement Agreement, submitting supplemental evidence and supplementing points and
15 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
16 or content of any document necessary to implement the Settlement, or on any modification of the
17 Agreement that may become necessary to implement the Settlement, the Parties will seek the
18 assistance of a mediator and/or the Court for resolution.

19 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
20 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
21 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
22 action, or right released and discharged by the Party in this Settlement.

23 11.8. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are
24 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
25 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
26 Part 10, as amended) or otherwise.

27 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
28 modified, changed, or waived only by an express written instrument signed or agreed to by all

1 Parties or their representatives, and approved by the Court. Plaintiffs and Defendants expressly
2 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
3 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
4 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
5 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
6 the use of signatures previously provided by the Parties.

7 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
8 the benefit of, the successors of each of the Parties.

9 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
10 governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 11.12. Res Judicata. This settlement and the judgment entered thereon shall have res judicata
13 effect precluding Participating Class Members and Aggrieved Employees from initiating any
14 other proceedings regarding claims released pursuant to this settlement.

15 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
16 this Agreement. This Agreement will not be construed against any Party on the basis that the
17 Party was the drafter or participated in the drafting

18 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
19 during Action and in this Agreement relating to the confidentiality of information shall survive
20 the execution of this Agreement

21 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
22 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
23 in connection with the mediation, other settlement negotiations, or in connection with the
24 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
25 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
26 later than 90 days after the date when the Court discharges the Administrator's obligation to
27 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class
28 Counsel shall destroy all paper and electronic versions of all information and documents provided

1 to Class Counsel by Defendants, unless prior to the Court's discharge of the Administrator's
2 obligation, Defendants makes a written request to Class Counsel for the return, rather than the
3 destruction, of Defendants' information and documents.

4 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
5 inserted for convenience of reference only and does not constitute a part of this Agreement.

6 11.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
7 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
8 weekend or federal legal holiday, such date or deadline shall be on the first business day
9 thereafter.

10 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
11 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
12 be accepted as an original. All executed counterparts and each of them will be deemed to be one
13 and the same instrument if counsel for the Parties will exchange between themselves signed
14 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
15 and contents of this Agreement.

16 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
17 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
18 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
19 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
20 process.

21 11.20. Severability. In the event that one or more of the provisions contained in this Agreement
22 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,
23 illegality, or unenforceability shall in no way affect any other provision if Defendants' Counsel
24 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing
25 to proceed as if such invalid, illegal, or unenforceable provision had never been included in this
26 Agreement.

27 11.21. Enforcement Action. In the event that any Party materially breaches this Agreement and
28 a damaged Party institutes any legal action or other proceeding against the breaching Party or

Parties to enforce the provisions of this Agreement, after a good faith meet and confer fails to resolve the dispute, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with that action or proceeding.

IT IS SO AGREED:

Russell Parrish

Plaintiff, Russell Parrish

For Defendant Pacific PJ, LLC

Plaintiff Matthew Webb

For Defendant, PJ Cleveland, LLC.

For Defendant, PJ Escondido, Inc.

For Defendant, PJ Broadway, Inc

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Plaintiff, Russell Parrish

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Plaintiff Matthew Webb

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Plaintiff, Russell Parrish

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Plaintiff Matthew Webb

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Plaintiff, Russell Parrish

Parties to enforce the provisions of this Agreement, after a good faith meet and confer fails to resolve the dispute, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with that action or proceeding.

IT IS SO AGREED:

Plaintiff, Russell Parrish



[Matthew Webb \(Sep 28, 2026 14:31:42 PDT\)](#)

Plaintiff Matthew Webb

For Defendant Pacific PJ, LLC

For Defendant, PJ Cleveland, LLC.

For Defendant, PJ Escondido, Inc.

For Defendant, PJ Broadway, Inc

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AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Jason Rothman
Megan R. Lazar
Counsel for Plaintiff Russel Parrish

Soojin Kang
Iya Mirelles
Counsel for Defendants


NICHOLAS DE BLOUW (Oct 1, 2026 09:22:31 PDT)
Nicholas De Blouw
Counsel for Plaintiff Matthew Webb

1 **AGREED AS TO FORM ONLY:**

2 *David D. Bibiyan*

09/29/2026

3 David D. Bibiyan

4 Vedang J. Patel

5 Jason Rothman

6 Megan R. Lazar

7 Counsel for Plaintiff Russel Parrish

Soojin Kang

Iya Mirelles

Counsel for Defendants

8 Nicholas De Blouw

9 Counsel for Plaintiff Matthew Webb

Parties to enforce the provisions of this Agreement, after a good faith meet and confer fails to resolve the dispute, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs incurred in connection with that action or proceeding.

IT IS SO AGREED:

Plaintiff, Russell Parrish

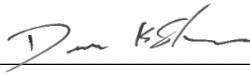


Dennis Shen
For Defendant Pacific PJ, LLC

Plaintiff Matthew Webb



Dennis Shen
For Defendant, PJ Cleveland, LLC.



Dennis Shen
For Defendant, PJ Escondido, Inc.



Dennis Shen
For Defendant, PJ Broadway, Inc

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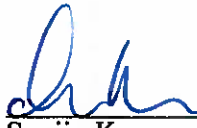
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1 **AGREED AS TO FORM ONLY:**

2
3 David D. Bibiyan
4 Vedang J. Patel
5 Jason Rothman
6 Megan R. Lazar
7 Counsel for Plaintiff Russel Parrish

 10/1/26
Soojin Kang
Iya Mirelles
Counsel for Defendants

8
9 Nicholas De Blouw
Counsel for Plaintiff Matthew Webb