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25 MARBLE PALACE, INC.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

26 JEREMY M. BROWN, individually and
27 on behalf of all others similarly situated,

28 Plaintiff,

v.

MARBLE PALACE, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0005474

ASSIGNED FOR ALL PURPOSES TO:
JUDGE GEORGE J. ABDALLAH
DEPARTMENT 10A

JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE BETWEEN PLAINTIFF
JEREMY M. BROWN AND DEFENDANT
MARBLE PALACE, INC.

Complaint Filed: May 30, 2023
FAC Filed: August 22, 2023
Trial Date: Not Set

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1 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of
2 Settlement” or “Settlement”) is made and entered into by and between Plaintiff Jeremy M.
3 Brown, individually and on behalf of all similarly situated and aggrieved employees (“Plaintiff”)
4 and Defendant Marble Palace, Inc. (“Defendant”).

5 This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff
6 seeks to represent, and on: (i) Defendant; (ii) each of Defendant’s respective, present and future
7 parents, subsidiaries, partners, affiliates, brands, including, without limitation, any corporation,
8 limited liability company or partnership; (iii) the past, present and future board members,
9 directors, officers, agents, employees, attorneys, insurers, members, partners, managers,
10 contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans,
11 transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual
12 or entity which could be jointly liable with any of the foregoing (collectively, “Released
13 Parties”). The Settlement contemplated by this Stipulation of Settlement may hereinafter be
14 referred to as the “Settlement.”

15 THE PARTIES STIPULATE AND AGREE as follows:

- 16 1. Plaintiff and Defendant are collectively referred to herein as “the Parties.”
- 17 2. On May 26, 2023, Plaintiff sent a letter to the Labor and Workplace Development
18 Agency (“LWDA”) alleging violations of the Private Attorneys General Act (“PAGA”) against
19 Defendant for the “Released PAGA Claims,” as defined below.
- 20 3. On May 30, 2023, Plaintiff filed a class action complaint against Defendant in the
21 San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0005474, on behalf of
22 himself and other non-exempt employees who worked for Defendant in California alleging the
23 following nine (9) causes of action: (1) Failure to pay minimum wages Labor Code §§ 1194,
24 1194.2, 1197, and IWC Wage Orders); (2) Failure to pay overtime wages (Labor Code §§ 510,
25 1194, 1198, and ICW Wage Orders); (3) Failure to provide meal periods (Labor Code §§ 226.7,
26 512, and IWC Wage Orders); (4) Failure to provide rest periods (Labor Code §§ 226.7 and IWC
27 Wage Orders); (5) Failure to reimburse business expenses (Labor Code §§ 2800 and 2802); (6)
28 Failure to provide accurate itemized wage statements (Labor Code § 226 and IWC Wage

1 Orders); (7) Failure to pay wages timely during employment (Labor Code §§ 204 and 210); (8)
2 Failure to pay all wages due upon separation from employment (Labor Code §§ 201, 202 and
3 203); and (8) Violation of Business and Professions Code sections 17200, *et seq.*

4 4. On August 22, 2023, Plaintiff filed a First Amended Class Action and PAGA
5 Enforcement Complaint against Defendant realleging his prior class claims and adding a cause of
6 action for violations of PAGA, Labor Code section 2698, *et seq.* Plaintiff's First Amended Class
7 Action and PAGA Enforcement Complaint includes all Released Claims (defined below) and
8 Released PAGA Claims (defined below) ("Operative Complaint" or "Action").

9 5. After Plaintiff's service of the Action, the Parties explored settlement by
10 exchanging pre-settlement documents and data, including a randomly selected sample of time
11 clock and payroll records. After the pre-mediation production and assessment, the Parties
12 engaged in arms-length settlement negotiations and participated in private mediation before a
13 well-respected mediator. The Parties reached an arms-length Settlement of the Action at the
14 mediation, and executed a confidential Memorandum of Understanding on July 18, 2024, which
15 has been memorialized into this Stipulation of Settlement.

16 6. The "Class Period" is from May 30, 2019 through August 28, 2024. The "PAGA
17 Period" is from May 26, 2022 through August 28, 2024. This Action has been actively litigated.
18 There have been on-going investigations, there has been an exchange of documentation and data,
19 and the Parties have participated in extensive settlement negotiations and private mediation.
20 Plaintiff has not filed a motion for class certification in this Action, nor has a date been set by the
21 Court for the filing of such a motion.

22 7. For purposes of this Settlement, the "Settlement Class" or "Class Members"
23 shall consist of all persons employed by Defendant in California as a non-exempt employee from
24 May 30, 2019 through August 28, 2024. The Settlement Class, however, shall not include any
25 person who previously settled or released any of the claims covered by this Settlement, any
26 person who previously was paid or received awards through civil or administrative actions for
27 the claims covered by this Settlement, or any person who submits a timely and valid Request for
28 Exclusion as provided in this Settlement. All Class Members who worked any hours for

Defendant in California from May 26, 2022 through August 28, 2024 are aggrieved employees with respect to PAGA (“PAGA Members”), and will be paid their PAGA Share and release the “Released PAGA Claims” regardless of whether they submit a timely and valid Request for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from, or to opt out of, the Released PAGA Claims.

8. Solely for purpose of settling this case, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met for Settlement purposes only. More specifically, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members.

b. There are common questions of law and fact, including but not limited to the following:

i. Whether Defendant complied with applicable laws affecting Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiff and the Settlement Class are entitled to alleged unpaid wages, penalties, interest, and attorneys’ fees and costs.

c. Plaintiff believes that Plaintiff’s claims are typical of the claims of the members of the Settlement Class.

d. Plaintiff believes that Plaintiff will fairly and adequately protect the interests of the Settlement Class, and that Aegis Law Firm, PC should be “Class Counsel” and will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiff believes that questions of law and fact common to the members of the Settlement Class predominate over any questions

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1 affecting any individual member in such Class, and a class action is superior to other available
2 means for the fair and efficient adjudication of the controversy.

3 9. Defendant denies any liability or wrongdoing of any kind whatsoever associated
4 with the claims alleged in the Complaint, and further denies that, for any purpose other than
5 settling this Action, this Action is appropriate for class or representative treatment. With respect
6 to Plaintiff's claims, Defendant contends, among other things, that it has complied with all
7 applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

8 10. It is the desire of the Parties to fully, finally and forever settle, compromise and
9 discharge all disputes and claims arising from the allegations and causes of action stated in the
10 Complaint. To achieve a full and complete release of Defendant, Plaintiff and each Class
11 Member acknowledge that this Stipulation of Settlement is intended to include in its effect all
12 claims of any nature reasonably arising out of the allegations made in the Complaint.

13 11. It is the intention of the Parties that this Stipulation of Settlement shall constitute
14 a full and complete settlement and release of all claims arising from the allegations in the
15 Complaint against: (i) Defendant; (ii) Defendant's respective, present and future parents,
16 subsidiaries, partners and affiliates, including, without limitation, any corporation, limited
17 liability company or partnership; (iii) the past, present and future board members, directors,
18 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,
19 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
20 predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity
21 which could be jointly liable with any of the foregoing.

22 12. Counsel for the Settlement Class have conducted a thorough investigation into the
23 facts of this Action and have diligently pursued an investigation of Class Members' claims
24 against Defendant. Based on their own independent investigation and evaluation, Class Counsel
25 are of the opinion that the Settlement with Defendant for the consideration and on the terms set
26 forth in this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest
27 of the Settlement Class in light of all known facts and circumstances, including the risk of
28 significant delay, the risk the Settlement Class will not be certified by the Court, defenses

1 asserted by Defendant, and numerous potential appellate issues. Defendant and Defendant's
2 Counsel also agree that the Settlement is fair and in the best interest of the Parties.

3 13. The Parties agree to cooperate and take all steps necessary and appropriate to
4 consummate this Settlement and for entry of judgment in accordance with this Settlement.

5 14. This Settlement provides that Defendant will pay Settlement Awards and PAGA
6 Shares (defined below) according to a specified formula to each Settlement Class Member who
7 does not request to be excluded from this Settlement. The total payment under the Settlement is
8 Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00), which includes all payments to
9 Class Members, PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation
10 expenses and costs, the enhancement award to the class representative, penalties of any nature,
11 including PAGA penalties and settlement administration expenses. It is understood and agreed
12 that Defendant shall have no obligation to pay any person, entity or organization more than the
13 amount of its maximum total liability under the Settlement, except that Defendant will separately
14 pay as an additional obligation the employer's share of the payroll taxes for the wage portion of
15 the Settlement Awards.

16 TERMS OF SETTLEMENT

17 15. NOW THEREFORE, in consideration of the mutual covenants, promises and
18 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

19 a. It is agreed by and among Plaintiff and Defendant that this Action and any
20 claims, damages or causes of action arising out of the Complaint, which are the subject of this
21 Action, be settled and compromised as between the Settlement Class and Defendant, subject to
22 the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

23 b. Effective Date: The Settlement embodied in this Stipulation of Settlement
24 shall become effective when all of the following events have occurred: (i) this Stipulation of
25 Settlement has been executed by all Parties and by counsel for Plaintiff and Defendant; (ii) the
26 Court has given preliminary approval to the Settlement; (iii) the class settlement notice has been
27 provided to the Settlement Class, providing them with an opportunity to opt out of or to object to
28 the Settlement; (iv) the Court has held a formal Final Fairness hearing and entered a final order

1 and judgment certifying the Settlement Class and finally approving this Stipulation of
2 Settlement, and without objection from the LWDA; and (v) in the event there are objections to
3 the Settlement which are not later withdrawn, the later of the following events: when the period
4 for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed
5 without any appeal, writ or other appellate proceeding having been filed; or any appeal, writ or
6 other appellate proceeding opposing the Settlement has been dismissed finally and conclusively
7 with no right to pursue further remedies or relief; or any appeal, writ or other appellate
8 proceeding has upheld the Court's final order with no right to pursue further remedies or relief.
9 In this regard, it is the intention of the Parties that the Settlement shall not become effective until
10 the Court's order approving the Settlement is completely final, and there is no further recourse
11 by an appellant or objector who seeks to contest the Settlement. It is further agreed by the Parties
12 that this Settlement will not become effective if Defendant, contrary to Paragraph 14 above, is
13 required by the Court to pay more than the total amount of the Gross Settlement Amount
14 (defined below) under the Settlement as set forth in Paragraph 14. It is further agreed by and
15 between the Parties that this Settlement shall not become effective, and Defendant shall not have
16 any obligation (monetary or otherwise) under the terms of this Settlement, unless and until any
17 objections, writs and/or appeals, and any rights of appeal with respect to any objections or the
18 judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

19 c. Gross Settlement Amount, and Net Settlement Amount: To implement the
20 terms of this Settlement, Defendant, on behalf of the Released Parties, agrees to pay a maximum
21 of \$900,000.00, which includes: all payments to Class Members and PAGA Members; Class
22 Counsel's attorneys' fees; Class Counsel's litigation expenses and costs; the Class
23 Representative Service Payment to the class representative; \$40,000.00 allocated to penalties
24 under the PAGA with seventy-five percent (75%) of that amount, or in other words \$30,000.00,
25 paid to the LWDA, and twenty-five percent (25%) of that amount, or in other words \$10,000.00,
26 paid to the Settlement Class as described below; and settlement administration expenses
27 ("Maximum Settlement Amount"). The Parties agree the Gross Settlement Amount will be fully
28 paid out, with no residue returning to Defendant. At no time shall Defendant have the obligation

1 to segregate the funds comprising the Gross Settlement Amount, and Defendant shall retain
2 exclusive authority over, and the responsibility for, those funds. All payments to Class Members
3 and PAGA Members, Class Counsel's attorneys' fees, Class Counsel's litigation expenses and
4 costs, the Class Representative Service Payment, and settlement administration expenses will be
5 paid out of the Gross Settlement Amount. Under no condition will Defendant's aggregate
6 liability exceed the Gross Settlement Amount, except that Defendant will separately pay the
7 employer's share of the payroll taxes for the wage portion of the Settlement Awards, in addition
8 to the Gross Settlement Amount. The "Net Settlement Amount," the amount available for
9 potential distribution to Class Members, shall be calculated by deducting from the Gross
10 Settlement Amount: (i) all Class Counsel's attorneys' fees and litigation costs; (ii) the Class
11 Representative Service Payment to the class representative; (iii) the PAGA penalty payment to
12 the LWDA as described further below; and (iv) settlement administration expenses. Settlement
13 Awards to the Class Members, and PAGA Shares to the PAGA Members, will be calculated by
14 the Settlement Administrator and paid out of the Net Settlement Amount as set forth below. The
15 entire Net Settlement Amount will be paid out *pro rata* to Class Members who do not opt out,
16 and to PAGA Members.

17 i. Settlement Awards to Class Members: Defendant, based on
18 Defendant's time clock records and other relevant data and information, will calculate the
19 number of weeks worked by all Class Members during the Class Period. The Settlement
20 Administrator will calculate the amount to be paid to Class Members on a per workweek basis as
21 Settlement Awards by dividing the Net Settlement Amount by the total number of weeks worked
22 by all Class Members. Partial workweeks will be counted. If a Class Member worked only one
23 day as a Class Member, such Class Member will be credited with having worked one workweek
24 for purposes of the Settlement. Defendant's workweek data will be presumed to be correct unless
25 a particular Class Member proves otherwise to the Settlement Administrator by credible written
26 evidence. Defendant will provide time clock data and relevant information to the Settlement
27 Administrator for resolution of any workweek dispute by a particular Class Member. All
28 workweek disputes will be resolved and decided by the Settlement Administrator, and the

1 Settlement Administrator's decision on all workweek disputes will be final and non-appealable.
2 No claim form shall be required for Settlement Class Members to receive their Settlement
3 Awards.

4 ii. Private Attorneys General Act Allocation: Subject to Court
5 approval, the Parties have agreed to allocate \$40,000.00 of the Gross Settlement Amount to
6 Plaintiff's representative claims under PAGA. Seventy-five percent (75%) of this amount, or in
7 other words \$30,000.00, will be paid out of the Maximum Settlement Amount to the LWDA of
8 the State of California, and the remaining twenty-five percent (25%), or in other words
9 \$10,000.00, will remain included in the Net Settlement Amount. Defendant will calculate the
10 number of weeks worked by PAGA Members during the PAGA Period based on time clock data.
11 Partial workweeks will not be counted; however, if a PAGA Member worked only one day as a
12 PAGA Member, such PAGA Member will be credited with having worked one workweek for
13 purposes of the Settlement. Defendant's workweek data will be presumed to be correct unless a
14 particular PAGA Member proves otherwise to the Settlement Administrator by credible written
15 evidence. Defendant will provide time clock data to the Settlement Administrator for resolution
16 of any workweek disputes by a particular PAGA Member. All workweek disputes will be
17 resolved and decided by the Settlement Administrator, and the Settlement Administrator's
18 decision on all workweek disputes will be final and non-appealable. The amount to be paid per
19 workweek to PAGA Members will be calculated by the Settlement Administrator by dividing the
20 Net PAGA Settlement Amount by the total number of pay periods worked by PAGA Members.
21 No claim form shall be required for PAGA Members to receive their PAGA Awards.

22 iii. Allocation of Settlement Awards: The Parties have agreed, based
23 on the allegations in the Action, that individual Settlement Awards payable to eligible Class
24 Members will be allocated from the Net Settlement Amount and paid as follows: ten percent
25 (10%) will be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; and ninety
26 percent (90%) will be allocated to alleged unpaid penalties and interest for which IRS Forms
27 1099-MISC will issue. Individual PAGA Awards ("PAGA Share(s)") for the PAGA Members

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1 will be paid from the Net PAGA Settlement Amount, after the required payment to the LWDA,
2 as alleged penalties for which IRS Form 1099 will issue.

3 iv. Settlement and PAGA Awards Do Not Trigger Additional
4 Benefits: It is expressly understood and agreed that the receipt of Settlement Awards and PAGA
5 Awards will not entitle any Class Member or PAGA Member to additional compensation or
6 benefits under any company bonus, contest or other compensation or benefit plan or agreement
7 in place during the period covered by the Settlement, nor will it entitle any Class Member or
8 PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
9 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for
10 in this Agreement are the sole payments to be made by Defendant to the Class Members and the
11 PAGA Members in connection with this Settlement, and that the Class Members and PAGA
12 Members are not entitled to any new or additional compensation or benefits as a result of having
13 received the Settlement Awards and PAGA Awards (notwithstanding any contrary language or
14 agreement in any benefit or compensation plan document that might have been in effect during
15 the period covered by this Settlement).

16 v. Attorneys' Fees and Litigation Costs: Subject to Court approval or
17 modification, Defendant agrees to a payment, from the Gross Settlement Amount, Class
18 Counsel's attorneys' fees and litigation costs as set forth in Paragraph 17 below.

19 vi. Class Representative: The Parties agree to the designation of
20 Plaintiff as "Class Representative." Subject to Court approval, and subject to Plaintiff's
21 execution of a general release of all claims under California Code of Civil Procedure
22 section 1542, Defendant agrees not to oppose a payment to Plaintiff, from the Gross Settlement
23 Amount, an award at no additional cost to the Released Parties ("Class Representative Service
24 Payment") not to exceed \$10,000.00. The Class Representative Service Payment paid to the
25 Class Representative is subject to Court approval, and is in addition to any claimed individual
26 Settlement Award to which the Class Representative is entitled under this Stipulation of
27 Settlement. The Class Representative Service Payment is to be part of, and to be deducted from,
28 the Gross Settlement Amount. The Settlement Administrator will issue an IRS Form 1099-MISC

1 for the Class Representative Service Payment to Plaintiff for Plaintiff's service as Class
2 Representative, and Plaintiff will be responsible for correctly characterizing this compensation
3 for tax purposes and for paying any taxes on the amount received. Should the Court approve a
4 Class Representative Service Payment to the Class Representative in an amount less than that set
5 forth above, the difference between the lesser amount approved by the Court and the Class
6 Representative Service Payment set forth above shall be added to the Net Settlement Amount.

7 vii. Settlement Administrator: The Settlement Administrator will be
8 mutually agreed upon by the Parties, after review and approval by the Parties of a not-to-exceed
9 quote for settlement administration expenses which Plaintiff's Counsel agrees to request and to
10 circulate to Defendant's Counsel. All settlement administration expenses shall be paid out of the
11 Gross Settlement Amount.

12 viii. Mailing of Settlement and PAGA Awards: The Settlement
13 Administrator will cause the Settlement Awards to be mailed to the Class Members who have
14 not opted out of the Settlement and have not previously released their claims as to Defendant,
15 and the PAGA Awards to be mailed to PAGA Members, within two hundred fifteen (215)
16 calendar days after the Settlement becomes effective as defined in Paragraph 15.b (thirty-five 35
17 calendar days after Defendant makes second payment of Gross Settlement Amount).

18 ix. Potential Escalator Clause or Alternative Class Period End Date:
19 For Settlement purposes and based on Class Member data presently available at the time of
20 Settlement, the Parties estimated that Class Members worked 39,000 workweeks from May 30,
21 2019 to May 30, 2024. The Parties further agree that if the final number of workweeks from May
22 30, 2019 to May 30, 2024, which formed the basis of the Settlement, increase by more than ten
23 percent (10%) above 39,000 workweeks (e.g., to greater than 42,900 workweeks), the Gross
24 Settlement Amount will increase by the proportional amount for the percentage of workweeks
25 above ten (10) percent (i.e., by the percentage of workweeks above 42,900 workweeks).

26 d. Class Representative Service Payment to Plaintiff for Service as Class
27 Representative: The Settlement Administrator will pay the Class Representative Service

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1 Payment approved by the Court to Plaintiff within thirty-five (35) calendar days after the
2 Settlement becomes effective as defined in Paragraph 15.b.

3 e. Right to Rescission: If more than ten percent (10%) of the Settlement
4 Class opts out of the Settlement by submitting valid and timely Requests for Exclusion as set
5 forth in the Notice of Proposed Class Action Settlement and Hearing Date for Final Court
6 Approval of Settlement (“Class Notice”), Defendant shall have the right (but need not) in its sole
7 discretion to rescind and void the Settlement, before final approval by the Court, by providing
8 written notice to Class Counsel no later than fourteen (14) calendar days after the opt-out
9 deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
10 administration incurred up to that date, but not to include Class Counsel’s fees and costs.

11 SETTLEMENT ADMINISTRATION

12 16. The Settlement Administrator shall be mutually agreed upon by the Parties to
13 perform the customary duties of Settlement Administrator, subject to Court approval. The
14 Settlement Administrator will mail the Class and PAGA Notice to all Class Members and PAGA
15 Members. The Settlement Administrator shall be granted reasonable access to Defendant’s
16 records to perform its duties, such as resolving workweek disputes, if necessary. At the request
17 of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue
18 and send out Settlement Award checks to Class Members and PAGA Awards to PAGA
19 Members. Tax treatment of the Settlement Awards and PAGA Shares will be as set forth herein
20 and in accordance with state and federal tax laws. All disputes relating to the Settlement
21 Administrator’s performance of its duties shall be referred to the Court, if necessary, which will
22 have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until
23 all payments and obligations contemplated by this Stipulation of Settlement have been fully
24 carried out. The Settlement Administrator shall create and maintain a webpage, which will
25 include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final
26 Approval, and Motion for Attorneys’ Fees as they become available, until the Effective Date.
27 The website shall also include links to any other documents or information the Settlement
28 Administrator deems necessary to perform its duties.

ATTORNEYS' FEES AND LITIGATION COSTS

17. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees to pay, from the Gross Settlement Amount, Class Counsel attorneys' fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount, or in other words up to \$300,000.00, and attorneys' costs not to exceed \$30,000.00 from the Maximum Settlement Amount. Defendant will not object to Class Counsel's application for attorneys' fees and litigation costs up to these amounts. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and litigation costs, the difference between the lesser amounts and the Gross Settlement Amount shall be added to the Net Settlement Amount.

18. The attorneys' fees and litigation costs approved by the Court shall be paid to Class Counsel within thirty-five (35) calendar days after the Settlement becomes effective as defined in Paragraph 15.b.

NOTICE TO THE PLAINTIFF CLASS

19. The Class and PAGA Notice shall be jointly drafted by the Parties, and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first-class mail. The Class Notice shall be substantially in the form identified as **Exhibit 1** to this Settlement.

a. Within twenty-one (21) calendar days after preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator the Class Members' and PAGA Members' names, last-known addresses, last-known telephone numbers, Social Security Numbers and the number of work weeks during the Class Period and the PAGA Period. The Parties agree the contact information and Social Security Numbers will be used only by the Settlement Administrator for the sole purpose of effectuating the Settlement and will not

1 be provided to Class Counsel at any time or in any form. The Settlement Administrator shall take
2 reasonable steps to protect the confidential and private information. To the extent Class Counsel
3 possesses or comes to possess the contact information and/or Social Security Numbers from the
4 Settlement Administrator, Class Counsel shall return all such information (including copies and
5 data or information derived therefrom) within seven (7) calendar days from the date the Court
6 finally approves the Settlement, shall destroy all copies in any form of such information, and
7 shall not retain, maintain or use such information for any purpose. The information provided for
8 above shall be based on Defendant's payroll and other business records and in a format
9 acceptable to the Settlement Administrator. Defendant agrees to consult with the Settlement
10 Administrator prior to the production date to ensure that the format will be acceptable to the
11 Settlement Administrator. The information will need to be provided to the Settlement
12 Administrator by reasonable security measures and reasonably secure technology. The
13 Settlement Administrator will run a check of the Class Members' addresses against those on file
14 with the U.S. Postal Service's National Change of Address List. Within forty-five (45) calendar
15 days of preliminary approval of this Settlement, the Settlement Administrator will mail the Class
16 and PAGA Notice to Class Members and PAGA Members.

17 b. Class and PAGA Notices returned to the Settlement Administrator as
18 non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there
19 is no forwarding address, the Settlement Administrator will do an NCOA check and will skip-
20 trace return mail and re-mail within three (3) business days of receipt using the Class Member's
21 Social Security Number; this search will be performed only once per Class Member by the
22 Settlement Administrator. Class Members and PAGA Members will have a maximum of fifteen
23 (15) calendar days from the date of the re-mailing due to an undeliverable notice to cure the
24 deficiency, or until the end of the opt out deadline, whichever is later. Upon completion of these
25 steps by the Settlement Administrator, Defendant and the Settlement Administrator shall be
26 deemed to have satisfied their obligations to provide the Class and PAGA Notice to the affected
27 member of the Settlement Class. The affected member of the Settlement Class shall remain a

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member of the Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

c. The Class and PAGA Notice shall also identify the procedures for opting out of or objecting to the Settlement.

d. Class Counsel shall provide to the Court, at least sixteen (16) court days before the Final Fairness hearing, an initial declaration by the Settlement Administrator of due diligence and proof of mailing with regard to the mailing of the Class and PAGA Notice.

ADMINISTRATION PROCESS

20. The Class Members will have sixty (60) calendar days from the date of mailing in which to submit requests for exclusion ("opt out"). PAGA Members are not entitled to opt out as a PAGA Member.

21. Defendant, on behalf of the Released Parties, will pay to the Settlement Administrator the Gross Settlement Amount as follows: (a) an initial payment of fifty percent (50%) of the Gross Settlement Amount within sixty (60) calendar days after the Effective Date; and (b) a second payment of the remainder of the Gross Settlement Amount, plus Defendant's taxes, within one hundred and twenty (120) calendar days following the initial payment made by Defendant. Checks for Settlement Awards and PAGA Shares shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance; the Parties agree the Settlement Administrator will send one (1) reminder notice to all Class Members and PAGA Members who have not cashed the Settlement Award or PAGA Share check thirty (30) calendar days prior to the deadline; upon the deadline to cash the Settlement Award and PAGA Share checks, the checks will automatically be cancelled by the Settlement Administrator if not cashed by the Class Member or the PAGA Member within that time, at which point the Class Members' and PAGA Members' claims will be deemed void and of no further force or effect, and the Class Members' and PAGA Members' claims will remain released by the Settlement. The checks provided to Class Members and PAGA Members shall prominently state the expiration date or a statement that the checks will expire in one hundred eighty (180) days. Expired Settlement Award and PAGA Share checks will not be reissued, except for good cause and as mutually

1 agreed by the Parties in writing. Any residue from uncashed Settlement Award or PAGA Share
2 checks after the expiration date will be transferred within fourteen (14) calendar days after the
3 one hundred eighty (180)-day check cashing period expires to the California Controller's Unpaid
4 Property Fund in the name of the Class Members, thereby leaving no unpaid residue pursuant to
5 California Code of Civil Procedure section 384(b). Upon completion of its calculation of
6 payments, the Settlement Administrator shall provide Defendant with a report listing the amount
7 of all payments to be made to each Class Member and PAGA Member. The Settlement
8 Administrator will be responsible for making appropriate deductions, calculating and reporting
9 the employer payroll taxes on the Settlement Awards and PAGA Shares, paying to Class
10 Counsel any Court-approved attorneys' fees and litigation costs, paying to the Class
11 Representatives any Court-approved Class Representative Service Payment, paying the LWDA
12 seventy-five percent (75%) of the amount allocated for PAGA penalties above, paying the
13 settlement administration expenses, meeting tax reporting obligations, and for issuing the
14 individual Settlement Awards to Class Members and PAGA Shares to PAGA Members. Proof of
15 compliance with the Court's final approval order will be provided to counsel for the Parties by
16 the Settlement Administrator within twenty-one (21) days after all payment obligations and the
17 check cashing deadline for Class Members.

18 OPTING OUT OF / OBJECTING TO THE SETTLEMENT

19 22. Opting Out of the Class Action Settlement. For those Class Members who do not
20 wish to participate in the Settlement, such Class Members may exclude themselves by submitting
21 a timely written request to the Settlement Administrator. PAGA Members cannot opt out as a
22 PAGA Member and release all Released PAGA Claims during the PAGA Period. The written
23 request ("Request for Exclusion") should state that he/she has received the "Notice of Proposed
24 Class Action Settlement and Hearing Date for Final Court Approval of Settlement," they/he/she
25 have/has decided not to participate in the Settlement, and words to the effect that he/she desires
26 to be excluded from the Settlement. The Request for Exclusion must also state the individual's
27 full name, address, date of birth, and dates they/he/she worked as a Class Member for Defendant
28 in California. The Request for Exclusion must be signed, dated, and mailed by First-Class U.S.

1 Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be
2 postmarked and mailed to the Settlement Administrator no later than sixty (60) calendar days
3 after the Settlement Administrator mails the Class Notice to the Class Members. Any individual
4 who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement.

5 23. Objecting to the Class Action Settlement. Any individual who does not exclude
6 himself/herself from the Settlement can object to the terms of the Settlement in writing before
7 the deadline to object to the Settlement. To object, the individual must file a written objection
8 and a notice of intention to appear at the Final Approval hearing with the Clerk of the San
9 Joaquin County Superior Court of the State of California and send copies to the Settlement
10 Administrator, Class Counsel and counsel for Defendant. Any written objection must state each
11 specific reason in support of the objection and any legal support for each objection. The
12 individual must state his/her full name, address, date of birth, and dates he/she worked as a Class
13 Member in California for Defendant. To be valid and effective, any written objections to
14 approval of the Settlement must be filed with the Clerk of the Court and delivered to the
15 Settlement Administrator, Class Counsel, and counsel for Defendant no later than sixty (60)
16 calendar days after the Settlement Administrator mails the Class and PAGA Notice. However,
17 a Class Member may appear at the Final Approval hearing, either in person or through his/her
18 own counsel, and object to the Settlement Agreement and any of its terms without submitting a
19 prior objection in the manner and by the deadline specified above. If the Court rejects the
20 objection, the individual will be bound by the terms of the Settlement.

21 RELEASE BY THE CLASS

22 24. Released Class Claims. Effective upon the date of final approval by the Court of
23 this Stipulation of Settlement, and except as to such rights or claims as may be created by this
24 Stipulation of Settlement, the Settlement Class and each member of the Class who has not
25 submitted a valid Request for Exclusion fully release and discharge the Released Parties from all
26 claims under state, federal, and local law that were or could have been asserted based on the facts
27 and allegations made in the Action, and any amendments thereto, as to the Class Members,
28 including without limitation, California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3,

226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, California Industrial Commission Wage Orders, California Code of Regulations, Title. 8, section 11040 *et seq.* arising out of the claims alleged in the Action, Business and Professions Code sections 17200 *et seq.*, California Code of Civil Procedure section 1021.5, and including all claims for or related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages, regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely payment of wages at separation, wage statements, payroll records, failure to provide accurate wage statements, unreimbursed business expenses, meal periods and meal period premiums, rest breaks and rest break premiums, failure to pay sick pay wages, failure to pay additional 401(k) benefits for payments received under the Settlement and/or deferred compensation benefits and/or matching benefits for payments received under the Settlement, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, class actions, representative actions, aggrieved party claims, declaratory relief, penalties of any nature (including but not limited to civil penalties, wage statement penalties and waiting-time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action (collectively, “Released Class Claims”) from May 30, 2019 through August 28, 2024 (“Class Release Period”). Expressly excluded from the release are claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims outside the Class Release Period.

25. Released PAGA Claims. Effective upon the date of final approval by the Court of this Stipulation of Settlement, the claims to be released by the PAGA Members include all claims arising during the PAGA Period seeking civil penalties under PAGA, that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or the LWDA letter, including but not limited to all claims arising under the California Labor Code including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1,

1 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and the
2 California Industrial Welfare Commission Wage Orders based the facts alleged in the Action
3 (collectively, “Released PAGA Claims”). The Settlement shall release and bar all Released
4 PAGA Claims by or on behalf of Plaintiff and all PAGA Members from May 26, 2022 through
5 August 28, 2024 (“PAGA Release Period”), and for the entire PAGA Release Period, regardless
6 of whether Plaintiff and/or a PAGA Member negotiate (cash) their/his/her settlement checks sent
7 pursuant to this Settlement and regardless of whether any such PAGA Member opts out or
8 attempts to exclude themselves/himself/herself from the Settlement.

9 26. In addition to the Released Class Claims identified in Paragraph 24 and the
10 Released PAGA Claims in Paragraph 25, Plaintiff agrees to generally release the Released
11 Parties from any and all claims, whether known or unknown, under all federal, state and local
12 statutes, and federal and state common law (including but not limited to those for contract, tort
13 and equity), except for workers’ compensation claims. Plaintiff acknowledges the language of
14 Section 1542 of the California Civil Code, which provides:

15 A general release does not extend to claims that the creditor or
16 releasing party does not know or suspect to exist in his or her favor
17 at the time of executing the release and that, if known by him or
18 her, would have materially affected his or her settlement with the
19 debtor or released party.

20 Plaintiff expressly waives the protection of Section 1542. Plaintiff understands and agrees
21 that claims or facts in addition to or different from those which are now known or believed by
22 him to exist may hereafter be discovered. It is Plaintiff’s intention to settle fully and release all of
23 the claims, except for workers’ compensation claims, Plaintiff now has against the Released
24 Parties, whether known or unknown, suspected or unsuspected.

25 DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

26 27. To effectuate the terms of the Settlement, the Parties agree all formal and informal
27 discovery shall be stayed pending Court approval of the Settlement. Class Counsel agree to
28 notify the Court of the Settlement through a Notice of Proposed Class Action Settlement, and to
request that all current Court deadlines be continued pending Court approval of the Settlement.
Class Counsel agree to cease all affirmative communication (oral and written) with the putative

1 class members, other than through Court-approved notices; this provision does not prevent Class
2 Counsel from communicating with any Class Members or PAGA Member who may contact
3 Class Counsel. Plaintiff shall promptly submit this Stipulation of Settlement to the San Joaquin
4 County Superior Court in support of Plaintiff's Motion for Preliminary Approval and
5 determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff agrees to
6 provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for
7 Preliminary Approval. At the same time Plaintiff submits this Stipulation of Settlement to the
8 San Joaquin County Superior Court, Plaintiff agrees to submit a copy of the Stipulation of
9 Settlement to the LWDA. Promptly upon execution of this Stipulation of Settlement, Plaintiff
10 shall apply to the Court for the entry of an order preliminarily approving the Settlement in a form
11 that is mutually agreeable between the Parties and also provides for the following:

12 a. Scheduling a Final Fairness hearing on the question of whether the
13 proposed Settlement, including payment of attorneys' fees and litigation costs, costs of
14 administration, and the Class Representative's Enhancement Award should be finally approved
15 as fair, reasonable, and adequate as to the members of the Settlement Class;

16 b. Certifying a Settlement Class, Plaintiff as Class Representative and Aegis
17 Law Firm, PC as Class Counsel;

18 c. Approving as to form and content the proposed Class and PAGA Notice;

19 d. Approving the manner and method for Class Members to request
20 exclusion from the Settlement as contained herein and within the Class and PAGA Notice;

21 e. Directing the mailing of the Class and PAGA Notice by first-class mail to
22 the Class Members and PAGA Members;

23 f. Preliminarily approving the Settlement subject only to the objections of
24 Class Members and PAGA Members, and final review by the Court; and

25 g. Enjoining Plaintiff and all Class Members from filing or prosecuting any
26 other cases, claims, suits, or administrative proceedings (including filing claims with the
27 Division of Labor Standards Enforcement of the California Department of Industrial Relations)
28 regarding the Released Class Claims, unless and until such Class Members have filed valid

Requests for Exclusion with the Settlement Administrator and the time for filing Requests for Exclusion with the Settlement Administrator has elapsed.

h. The Preliminary Approval Order shall be substantially in the form identified as **Exhibit 2** to this Stipulation of Settlement.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

28. Class Counsel agreed to return all confidential documents, lists and data in all forms and formats (originals and copies) within seven (7) calendar days from final Court approval of the Settlement. Plaintiff agrees to provide Defendant the opportunity to review, and to approve before filing, Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement. Class Counsel agrees to submit a proposed final order and judgment mutually agreeable between the Parties, and substantially in the form identified as **Exhibit 3** to this Stipulation of Settlement, and provides for the following:

a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;

c. Approving the Class Representative Service Payment to the Class Representative; and

d. Entering judgment in accordance with Rule 3.769(h) of the California Rules of Court, and permanently barring and enjoining all Class Members and PAGA Members from prosecuting all Released Class Claims and Released PAGA Claims against: (i) Defendant; (ii) each of Defendant's respective, present and future parents, subsidiaries, partners and affiliates, including, without limitation, any corporation, limited liability company or partnership; (iii) the past, present and future board members, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

PARTIES' AUTHORITY

29. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

31. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing Requests for Exclusion.

NO PRIOR ASSIGNMENTS

32. The Parties and their counsel represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer or encumber, to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

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1 ENFORCEMENT ACTIONS

2 34. The Parties agree that the San Joaquin County Superior Court shall retain
3 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil
4 Procedure section 664.6. In the event one or more of the Parties to this Stipulation of Settlement
5 institutes any legal action or other proceeding against any other Party or Parties to enforce the
6 provisions of this Stipulation of Settlement or to declare rights or obligations under this
7 Stipulation of Settlement, the successful Party or Parties shall be entitled to recover from the
8 unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert
9 witness fees, incurred in connection with any enforcement actions.

10 NOTICES

11 35. Unless otherwise specifically provided herein, all notices, demands or other
12 communications given hereunder shall be in writing and shall be deemed to have been duly
13 given as of the third (3rd) business day after mailing by United States registered or certified mail,
14 return receipt requested, addressed as follows:

15 **To Plaintiff and the Settlement Class:**

16 Samuel A. Wong, Esq.
17 Kashif Haque, Esq.
18 Jessica L. Campbell, Esq.
19 Julia M. Toscano, Esq.
20 AEGIS LAW FIRM, PC
21 9811 Irvine Center Drive, Suite 100
22 Irvine, California 92618

23 **To Defendant:**

24 Cary G. Palmer, Esq.
25 Samuel J. Maselli, Esq.
26 JACKSON LEWIS P.C.
27 400 Capitol Mall, Suite 1600
28 Sacramento, California 95814

NO PUBLIC COMMENT

25 36. The Class Representatives and Class Counsel will not make any public disclosure
26 of the Settlement, except through Court filings to preliminary and finally approve the Settlement.
27 Class Counsel will take all steps necessary to ensure that the Class Representative is aware of,
28 and will ensure that the Class Representative adheres to, the restriction against any public

1 disclosure of the Settlement. Following preliminary Court approval of the Settlement, the Class
2 Representative and Class Counsel will not initiate any communications (directly or indirectly)
3 with the media regarding the Action. Notwithstanding the foregoing, the Class Representative
4 and Class Counsel may, in response to a communication initiated by the media, direct the
5 inquiring media member to the public records of the Action on file with the Court. Class Counsel
6 will take all steps reasonably necessary to ensure that the Class Representative is aware of, and
7 will ensure that he will adhere to, the restriction against any media comment on the Settlement
8 and its terms.

9 CONSTRUCTION

10 37. The Parties hereto agree that the terms and conditions of this Stipulation of
11 Settlement are the result of arms-length negotiations and private mediation between the Parties
12 and this Stipulation of Settlement shall not be construed in favor of or against any party by
13 reason of the extent to which any party or his, her or its counsel participated in the drafting of
14 this Stipulation of Settlement.

15 CAPTIONS AND INTERPRETATIONS

16 38. Paragraph titles or captions contained herein are inserted as a matter of
17 convenience and for reference, and in no way define, limit, extend or describe the scope of this
18 Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is
19 contractual and not merely a recital.

20 MODIFICATION

21 39. This Stipulation of Settlement may not be changed, altered, or modified, except in
22 writing and signed by the Parties hereto and approved by the Court. This Stipulation of
23 Settlement may not be discharged except by performance in accordance with its terms or by
24 a writing signed by the Parties hereto.

25 INTEGRATION CLAUSE

26 40. This Stipulation of Settlement and the Confidential Memorandum of
27 Understanding contain the entire agreement between the Parties relating to the Settlement and
28 transaction contemplated hereby, and all prior or contemporaneous agreements, understandings,

representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

CLASS MEMBER SIGNATORIES

42. It is agreed that because the Class Members and PAGA Members are so numerous, it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation of Settlement. The Class and PAGA Notice will advise all Class Members and PAGA Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each Class Members and PAGA Member.

COUNTERPARTS

43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

[Signatures Follow On Next Page]

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
3 Defendant as of the date(s) set forth below:

4
5 **PLAINTIFF AND CLASS REPRESENTATIVE**

6
7 Dated: September ¹⁸____, 2024

DocuSigned by:
By: Jeremy M. Brown
80DBB6078A544EB...
Jeremy M. Brown

9
10 **DEFENDANT MARBLE PALACE, INC.:**

11
12 Dated: September _____, 2024

By: _____
Authorized Officer or Agent
Marble Palace, Inc.

13
14 APPROVED AS TO FORM:

15 **AEGIS LAW FIRM, PC**

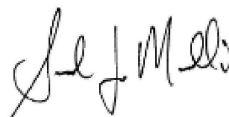
16
17 Dated: September 16, 2024

By: 
Samuel A. Wong, Esq.
Kashif Haque, Esq.
Jessica L. Campbell, Esq.
Julia M. Toscano, Esq.

20 Attorney for Plaintiff Jeremey M. Brown,
21 Class Members, and PAGA Members

22 **JACKSON LEWIS P.C.**

23
24
25 Dated: September 13, 2024


By: _____
Cary G. Palmer
Samuel J. Maselli

27 Attorney for Defendant
28 MARBLE PALACE, INC.

4863-2408-3428, v. 1

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and
3 Defendant as of the date(s) set forth below:

4
5 **PLAINTIFF AND CLASS REPRESENTATIVE**

6
7 Dated: September ____, 2024

8 By: _____
9 Jeremy M. Brown

10 **DEFENDANT MARBLE PALACE, INC.:**

11
12 Dated: September 18, 2024

13 By:  _____
14 Authorized Officer or Agent
15 Marble Palace, Inc.

16 APPROVED AS TO FORM:

17 **AEGIS LAW FIRM, PC**

18 Dated: September ____, 2024

19 By: _____
20 Samuel A. Wong, Esq.
21 Kashif Haque, Esq.
22 Jessica L. Campbell, Esq.
23 Julia M. Toscano, Esq.

24 Attorney for Plaintiff Jeremey M. Brown,
25 Class Members, and PAGA Members

26 **JACKSON LEWIS P.C.**

27 Dated: September 13, 2024

28 By:  _____
Cary G. Palmer
Samuel J. Maselli

Attorney for Defendant
MARBLE PALACE, INC.

4863-2408-3428, v. 1