Shannon Liss-Riordan (310719)
sliss@llrlaw.com
LICHTEN & LISS-RIORDAN, P.C.
729 Boylston St., Suite 2000
Boston, MA 02116
Telephone: (617) 994-5800

Adam Rose (210880)
adam@starrlaw.com
LAW OFFICE OF ROBERT STARR
23901 Calabasas Road, #2072
Calabasas, CA 91302
Telephone: (818) 225-9040

Attorneys for Plaintiffs
Jordan Slaffey, et al.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

JORDAN SLAFFEY, et al. Plaintiffs, v. JOINT VENTURE RESTAURANT GROUP, INC., et al., Defendants.	Case No. 23STCV14215 **DECLARATION OF SHANNON LISS-RIORDAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL**

I, Shannon Liss-Riordan, declare the following:

1. I am one of the attorneys for the plaintiffs. I have personal knowledge of the facts in this declaration and if called on to testify about the facts I would competently do so.

2. The case was initially filed as a class action by Jordan Slaffey and Kara Jobe in Los Angeles Superior Court, case number 23STCV14215, on June 20, 2023.

3. Thereafter, arbitration agreements were produced, so the parties proceeded to two discrete arbitrations with JAMS.

4. Notice of the case was disseminated to the class members, leading to 19 new and separate JAMS arbitrations.

5. All 21 arbitrations proceeded along separate tracks throughout 2024.

6. The parties then proceeded to mediation with Michael Loeb on July 24, 2024.

7. Although the case did not settle at mediation, subsequent discussions ultimately led to the proposed settlement, of which a true and correct copy is attached as Exhibit A.

8. Attached as Exhibit B is a true and correct copy of the proposed notice to class members and aggrieved employees.

9. I am also uploading this declaration containing the settlement agreement to the LWDA website with the filing of the motion.

10. In my opinion, the $925,000 settlement is in the range of reasonableness.

11. Defendants provided data in advance of mediation that showed it received service charges totaling $14,331,030.51 during the class period.

12. Jon & Vinny's restaurant service charges were automatically appended to customers' bills and reasonably appeared as a gratuity for the service staff.

13. So, when customers pay (what is usually) an 18 percent service charge for food and beverage bills, they are led to believe the non-managerial staff will split the gratuity.

14. In general, employers may require restaurant servers to "pool" their tips with other restaurant employees. (See *Leighton v. Old Heidelberg, Ltd*. (1990) 219 Cal.App.3d 1062, 1068.)

15. However, employers may not split the tips with managerial staff. (*Jameson v. Five Feet Restaurant, Inc.* (2003) 107 Cal.App.4th 138, 143.) Since the 18% service charge was not distributed pursuant to a compliant tip pool, this forms the basis for the recovery.

16. Although the data shows the restaurants obtained $14,331,030.51 in service charges during the class period, the settlement of $925,000 represents 6.4% of the unadjusted maximum liability.

17. Nonetheless, a more realistic maximum liability is approximately 66.6%, since there is about a one-third possibility that a factfinder could conclude the service charges were either not assessed or were not tips encompassed by Labor Code section 351.

18. The corresponding adjusted maximum liability is a third of $14,331,030.51, or $9,554,020.34. The settlement of $925,000 is 9.6% of the adjusted maximum liability, which is further within the range of reasonableness.

19. With the many individual arbitrations that were proceeding on concurrent tracks, each we would have the burden of proof to show how much service charges were assessed during their shifts and lengths of employment, and that the service charges were tips within the purview of Labor Code section 351 (and by extension the UCL).

20. It is possible that one favorable ruling/judgment could be collateral estoppel for other cases, but, by the same token, an adverse ruling could do the same.

21. Further, I am qualified to represent the class based on the list of experience attached as Exhibit C.

22. With this backdrop, the settlement is within the range of reasonableness.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 2, 2025

<u>/s/ Shannon Liss-Riordan</u>
Shannon Liss-Riordan

Exhibit A

CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement" or "Settlement Agreement") is made by and between Plaintiffs Jordan Slaffey and Kara Jobe (collectively, "Plaintiffs") and Defendants Joint Venture Restaurant Group, Inc., L'Esperance Hospitality, Petit Trois Le Valley, LP, PT Original LLC, PT LeValley LLC, PT Original Holdings LLC, Two Girls and Two Boys, LP, Benedikt Hill, LP, Cutlet LP, Cutlet Beverly Hills LP, Cutlet Slauson LP, Cutlet Brentwood LP, Jon Shook, Vinny Dotolo, Ludo Lefebvre (collectively, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means Plaintiffs' Superior Court putative class action lawsuit (LASC Case No. 23STCV14215) alleging wage and hour violations against Defendants relating to service charges and gratuities.

1.2 "Administrator" means Claimants' Counsel, who will oversee the notice and claim process for this settlement, and Simpluris, the neutral entity the Parties have agreed to appoint to distribute payments under the settlement and perform required tax withholdings and filings.

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 Employees" means all individuals who are or were previously employed by Defendants in the State of California who were classified as hourly, non-exempt chain of service employees during the period of December 11, 2022 through June 30, 2024 (the "PAGA Period").

1.5 "Class" means all persons who are or were employed by Defendants in California and classified as hourly, non-exempt chain of service employees during the Class Period of June 20, 2019 to June 30, 2024.

1.6 "Class Counsel" means Lichten & Liss-Riordan, P.C. and Law Office of Robert Starr.

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 Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and dates of employment (i.e., hire dates, termination dates (as applicable), and re-hire dates (as applicable).

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 APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL 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 Period" means the period from June 20, 2019 to June 30, 2024.

1.13 "Class Representative" means the named Plaintiffs in the operative complaint seeking approval to serve as Class Representatives.

1.14 "Class Representative Service Payments" means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15 "Defendants" mean named Defendants Joint Venture Restaurant Group, Inc., L'Esperance Hospitality, Petit Trois Le Valley, LP, PT Original LLC, PT LeValley LLC, PT Original Holdings LLC, Two Girls and Two Boys, LP, Cutlet LP, Cutlet Beverly Hills LP, Cutlet Slauson LP, Cutlet Brentwood LP, Jon Shook, Vinny Dotolo, Ludo Lefebvre.

1.16 "Defense Counsel" means Bent, Caryl & Kroll, LLP.

1.17 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment for Final Approval; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Court's order for final approval's, the day the Court enters the Order of Dismissal; (b) if one or more Participating Class Members objects to the Order, the day after the deadline for filing a notice of appeal from the Order of Dismissal; or if a timely appeal from the Order of Dismissal is filed, the day after the appellate court affirms the Order of Dismissal and issues a remittitur.

1.18 "Final Approval" means the Court's order granting final approval of the Settlement.

1.19 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.20 "Final Judgment" means the Order for Final Approval.

1.21 "Gross Settlement Amount" means $925,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. 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 Payments and the 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 amount of service charges received during the Class Period.

1.23 "Individual PAGA Payment" means the Participating Class Member's pro rata share of 25% of the PAGA Penalties calculated according to the amount of service charges received during the PAGA Period.

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

1.25 "LWDA PAGA Payment" means the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.26 "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 Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.27 "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 or who does not submit a claim form to participate in the settlement.

1.28 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.29 "PAGA Period" means the period from December 11, 2022 through June 30, 2024.

1.30 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.31 "PAGA Notice" means Plaintiffs' December 11, 2023, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.32 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which is $50,000 and allocates 25% to the Aggrieved Employees ($12,500) and 75% to the LWDA ($37,500) in settlement of PAGA claims.

1.33 "Participating Class Member" means a Class Member who submits a claim form to participate in the settlement and does not submit a valid and timely Request for Exclusion from the Settlement.

1.34 "Plaintiffs" means Jordan Slaffey and Kara Jobe, the original named plaintiffs in the Action.

1.35 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.36 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.37 "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.38 "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.39 "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

1.40 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.41 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

2. RECITALS.

2.1 On June 20, 2023, Plaintiffs filed a putative Class Action Complaint against Defendants in Los Angeles Superior Court, Case No. 23STCV14215 ("Class Action"). On December 11, 2023, Plaintiffs provided their PAGA Notice to the LWDA. Thereafter, on or about March 14, 2024, Plaintiffs initiated individual demands for arbitration with JAMS. Defendants deny the allegations in the Action, deny any failure to comply with the laws identified in the Action and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On July 24, 2024, the Parties participated in an all-day mediation presided over by Michael Loeb, which was initially unsuccessful, but led to this Agreement to settle the Action in the months thereafter.

2.4 Prior to mediation and in negotiating the Settlement, Plaintiffs obtained formal and informal discovery, including information related to Defendants' use of service charges and the amounts collected from the service charges. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Court has not granted class certification as a motion for class certification has not been filed.

2.6 A number of individual arbitrations were initiated by Class Counsel on behalf of Plaintiffs and Class Members pursuing the claims set forth in the Action, including Jordan Slaffey, Kara Jobe, Perry Bruno, Dane Hulburt, Kedar Bernston, Joseph Campbell, Bethany Clayton, Clint Cornett, Skylar Davis, Seth Evans, Andru Jones, Abigail Krammer, Janaiah Lloyd, Bryan Morales, Sean O'Connor, Brian Perrault, Denzel Riggins, Michael Rotenbury, Jasmine Sharma, Preston Straus, and Nyles Washington. These arbitrations are: JAMS Case Nos. 5220005642 [Bernston], 5220005645 [Bruno], 5220005641 [Campbell], 5220005630 [Clayton], 5220005636 [Cornett], 5220005649 [Davis], 5220005648 [Evans], 5220005637 [Hulbert], 5220005579 [Jobe], 5220005629 [Jones], 5220005628 [Krammer], 5220005639 [Lloyd], 5220005635 [Morales], 5220005647 [O'Connor], 5220005633 [Perrault], 5220005638 [Riggins], 5220005643 [Rotenbury], 5220005640 [Sharma], 5220005580 [Slaffey], 5220005646 [Straus], and 5220005644 [Washington] (the "Individual Claimants"). Upon final approval of this settlement, these arbitrations will be extinguished and dismissed with prejudice. Should any class members who initiated an arbitration demand not participate in the settlement, Defendants may withdraw from the settlement at their election, pursuant to Paragraph 8 below.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay $925,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To Plaintiffs: Class Representative Service Payments to Class Representatives Slaffey and Jobe of $12,000 each and Enhancement Payments for additional Plaintiffs and Class Members who initiated arbitrations in the amount of $6,000 each (in addition to any Individual Class Payments and any Individual PAGA Payments these Class Representatives and Plaintiffs and Class Members who initiated arbitrations are entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiffs' request for Service and Enhancement Payments that do not exceed this amount. The Administrator will pay these Service and Enhancement Payments using

IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments and Enhancement Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.3% of the Gross Settlement Amount and a Class Counsel Litigation Expenses Payment of not more than $30,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment as part of their Motion for Final Approval. 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 assumes 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. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $25,000 except for a showing of good cause. To the extent the Administration Expenses are less, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: The Net Settlement Amount available for calculating the Individual Class Payments shall be divided in proportion to the amount of service charges each class member who submits a claim to participate received during the class period. However, a dispute fund of $50,000 shall be set aside for resolving any bona fide disputes that may be raised by class members with respect to the allocation of settlement funds. Any unused portion of this dispute fund shall be distributed to participating class members in the final distribution. No participating class member who has submitted a claim to participate shall receive less than $50.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment above $100 will be reported on an IRS W-2 Form as tip income. The remaining 80% of each Participating Class Member's Individual Class Payment (as well as any Individual Class Payments less than $100) will be allocated to settlement of claims for interest and penalties and 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 $50,000.00 to be paid from the Gross Settlement Amount, with 75% ($37,500.00) allocated to the LWDA PAGA Payment and 25% ($12,500.00) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 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 Data. Not later than 15 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 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount in two installments. The first installment of $462,500.00 shall be due within 30 days of the Effective Date. The second installment shall be due within 90 days of the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and Enhancement Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class

Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members. 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.

4.3.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without United States Postal Service ("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 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.

4.3.3 For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall make good faith efforts to contact the Class Member to obtain an updated address to reissue the check; any checks that remain uncashed shall be redistributed to those Participating Class Members who cashed their individual check(s).

4.3.4 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. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs, on their own behalf, and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Action, Plaintiffs' PAGA Notice, or ascertained during the Action and released under 5.2, below; and (c) all claims arising out of or related to their employment with Defendants ("Plaintiffs' Release.") Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

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

5.2 Release by Participating Class Members:
All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, for the duration of the Class Period, release Released Parties from: (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, including, but not limited to claims under California Labor Code §§ 350, et seq. and Business and Professions Code §§ 17200, et seq. Except as set forth in Section 5.3 of the Settlement 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 Class Period of June 20, 2019, through June 30, 2024.

5.3 Release by Non-Participating Class Members And Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members, and Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, for the duration of the PAGA Period, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Action and the PAGA Notice, including, violations of California Labor Code §§ 350, et seq. and Business and Professions Code §§ 17200, et seq. as to the Aggrieved Employees and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period. The time period for this release is the PAGA Period of December 11, 2022, through June 30, 2024.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the JAMS rules for class settlement approval and take the necessary steps to inform the LWDA of the settlement for purposes of Plaintiffs' PAGA claims and exhaustion letter.

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 in person or by telephone, 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 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. Similarly, if the Court requires any change to the agreement in order to confirm the Court's order approving the settlement and dismissing the action, counsel will cooperate to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly agreed to retain Simpluris to serve as the Administrator for purposes of distributing settlement payments and handling tax withholding and reporting have and verified that, as a condition of appointment, Simpluris 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 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, Plaintiffs' counsel will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. Before mailing Class Notices, Plaintiffs' counsel shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than 3 business days after Plaintiffs' counsel's receipt of any Class Notice returned by the USPS as undelivered, counsel shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, counsel shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. Counsel have 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.

7.4.3 If the Administrator, Defendants 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are 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 Plaintiffs' Counsel a signed written Request for Exclusion not later than 60 days after Counsel mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their 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 faxed, emailed, or postmarked by the Response Deadline.

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

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Class Member actually receives the Class Notice, submits a claim form to receive a share of the settlement, or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Objections to Settlement.

7.6.1 Only Participating Class Members may object to the class action components of 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.

7.6.2 Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear before the Court (or hire an attorney to appear before the Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

7.7.1 Requests for Exclusion (Opt-outs) and Exclusion List. Plaintiffs' counsel 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 Exclusion, Plaintiff's counsel shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.7.2 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 15 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.

8. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, or an Individual Claimant submits a valid Requests for Exclusion, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. **MOTION FOR FINAL APPROVAL.** Not later than 14 days before the Final Approval

Hearing, Plaintiffs will file a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than three days 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 five 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 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 and/or 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 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 such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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 that any of the allegations in the Action 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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

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

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

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

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

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

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

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

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

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

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule.

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

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

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

To Plaintiffs:
Shannon Liss-Riordan, Esq.
LICHTEN & LISS-RIORDAN, PC
729 Boylston Street
Suite 2000
Boston, MA 02116
Telephone: (617) 994-5800
Facsimile: (617) 994-5801
Email: sliss@llrlaw.com

To Defendants:
Jesse M. Caryl
BENT CARYL & KROLL, LLP
6300 Wilshire Boulevard, Suite 1415
Los Angeles, CA 900348
Telephone: (323) 315-0510
Facsimile: (323) 774-6021

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

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

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

Joint Venture Restaurant Group, Inc., Cutlet, LP, Cutlet Slauson, LP, Cutlet Brentwood, LP, Cutlet Beverly Hills, LP, and Benedikt Hill, LP

Sign:____________________

By:____________________
Authorized Representative

L'Esperance Hospitality, Petit Trois Le Valley, LP, PT Original LLC, PT LeValley LLC, and PT Original Holdings LLC

Sign:____________________

By:____________________
Authorized Representative

Two Girls and Two Boys, LP

Sign:____________________

By:____________________
Authorized Representative

Jordan Slaffey

Sign: ____________________

Kara Jobe

Sign: ____________________

of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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

Joint Venture Restaurant Group, Inc., Cutlet, LP, Cutlet Slauson, LP, Cutlet Brentwood, LP, Cutlet Beverly Hills, LP, and Benedikt Hill, LP

Sign: Jonathan Shook (Jun 23, 2025 12:15 PDT)

By: ______________________
Authorized Representative

L'Esperance Hospitality, Petit Trois Le Valley, LP, PT Original LLC, PT LeValley LLC, and PT Original Holdings LLC

Sign: Kristine Lefebvre (Jun 25, 2025 10:11 PDT)

By: ______________________
Authorized Representative

Two Girls and Two Boys, LP

Sign: Jonathan Shook (Jun 23, 2025 12:15 PDT)

By: ______________________
Authorized Representative

Jordan Slaffey

Sign: ______________________

Kara Jobe

Sign: ______________________

APPROVED AS TO FORM:

BENT CARYL & KROLL, LLP

Jesse M. Caryl

Jesse M. Caryl, Esq.
Attorneys for Defendants

LICHTEN & LISS-RIORDAN, P.C.

Shannon Liss-Riordan, Esq.
Attorneys for Plaintiffs

APPROVED AS TO FORM:

BENT CARYL & KROLL, LLP

Jesse M. Caryl, Esq.
Attorneys for Defendants

LICHTEN & LISS-RIORDAN, P.C.

Shannon Liss-Riordan

Shannon Liss-Riordan, Esq.
Attorneys for Plaintiffs

Exhibit B

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Slaffey, et al. v. Joint Venture Restaurant Group, Los Angeles Superior Court 23STCV14215

The Court has authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Joint Venture Restaurant Group, Inc. ("JVRG") for alleged service charge/tip violations. The Action seeks payment of (1) undistributed tips from mandatory service charges for a class of nonexempt employees ("Class Members") who worked for JVRG during the Class Period of June 20, 2019 to June 30, 2024.

The proposed Settlement is a Class Settlement requiring JVRG to fund Individual Class Payments.

The Court already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter an order that requires JVRG to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights for certain claims against JVRG.

If you worked for JVRG during the Class Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against JVRG.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against JVRG.

JVRG will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against JVRG that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice.
Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by** ______________	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by Zoom. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by** ______________	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number Class Period Workweeks you worked according to JVRG's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by ______________. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

The Action accuses JVRG of violating California labor laws by not distributing mandatory service charges as tips.

JVRG strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, the parties hired Michael Loeb, a mediator, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter an ending the Action and enforcing the Agreement, the parties negotiated a proposed Settlement that is subject to Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, JVRG does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) JVRG has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. JVRG will Pay $925,000 as the Gross Settlement Amount (Gross Settlement). J V R G agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, JVRG will fund the Gross Settlement by one half the gross amount within 30 days of judgment, and the remaining amount within 90 days of judgment.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $308,025 [33.3% of the Gross Settlement] to Class Counsel for attorneys' fees and up to $30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $138,000 total for the 21 Class Representatives as Service Awards for filing the individual arbitrations, and working with Class Counsel.

C. Up to $25,000 to the Administrator for services administering the Settlement.

D. $50,000 for the PAGA allocation (75% to the Labor and Workforce Development Agency, and 25% to the aggrieved employees).

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest/penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Administrator will report the Non-Wage Portions on IRS 1099 Forms.

   Although the parties agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be redistributed to the class members.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against JVRG.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. If that happened, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court appointed a neutral company, Simpluris (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and JVRG has fully funded the Gross Settlement and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against JVRG or related entities for wages based on the Class Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. 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 Class Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in JVRG's records, are stated in the first page of this Notice. You have until _____________ to challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept JVRG's calculation of Workweeks based on JVRG's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel and JVRG's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by __________________________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. At least 14 days before the Final Approval Hearing, Class Counsel will file a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Claimants are requesting as Class Representative Service Awards.Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel are too high or too low. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action [case caption] and include your address, telephone number and approximate dates of employment and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **_____________**. At the Hearing, the Court will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Claimants, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually.

It's possible the Court will reschedule the Final Approval Hearing. You should check the beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything the parties promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

<u>Class Counsel</u>:
Name of Attorney: Shannon Liss Riordan
Email Address: sliss@llrlaw.com
Name of Firm: Lichten & Liss-Riordan
Mailing Address: 729 Boylston St., #2000, Boston, MA 02116
Telephone: (617) 994-5800

<u>Settlement Administrator</u>:
Name of Company: Simpluris
Email Address: casesupport@simpluris.com
Mailing Address: P.O. Box 26170, Santa Ana, CA 92799
Telephone: (888) 369-3780

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit C

ATTORNEYS

OUR FIRM

ATTORNEYS

PRACTICE AREAS

NEWS

CONTACT

Shannon Liss-Riordan
Partner
sliss@llrlaw.com

Staff Assistant
Eric Bittrolff
ebittrolff@llrlaw.com

SHANNON LISS-RIORDAN

BIOGRAPHY

Shannon Liss-Riordan is widely recognized as one of the nation's top plaintiffs' class action employment lawyers. She has reshaped industries through her pioneering successes representing tipped workers, employees misclassified as independent contractors, and low wage workers who have been denied overtime, minimum wage, and other wage protections. Forbes recently named her to its inaugural list of America's Top 200 Lawyers (2024). Best Lawyers in America has called her "*the reigning plaintiffs' champion*" (2013) and has said she is "*probably the best known wage class action lawyer on the plaintiff side in this area, if not the entire country*" (2015). Massachusetts Lawyers Weekly described her on its "Power List" (2009) as a "Tenacious class-action plaintiffs' lawyer [who] strikes fear in big-firm employment attorneys throughout Boston with her multi-million-dollar victories on behalf of strippers, waiters, skycaps and other non-exempt employees." Politico named her to its guide to the "Top 50 thinkers, doers and visionaries transforming American politics in 2016". San Francisco Magazine has said that "Liss-Riordan has achieved a kind of celebrity unseen in the legal world since Ralph Nader sued General Motors."

For more than 25 years, Ms. Liss-Riordan has brought and won groundbreaking lawsuits that have shaped the law protecting workers in the food service, cleaning, adult entertainment, trucking, and other industries. More than a decade ago, she pioneered litigation representing workers in a number of cases against "gig economy" companies that save on labor costs by misclassifying employees as independent contractors. She represents employees nationally, at the trial court and appellate levels, including seven landmark victories at the Massachusetts Supreme Judicial Court. Some of her most notable cases include victories against Starbucks, FedEx, and American Airlines. Fifteen years ago, she began the legal strategy of filing mass arbitrations against employers who use arbitration agreements to protect themselves from class actions. The Boston Globe has profiled her work twice as a "legal champion" fighting for the rights of low wage workers, and she has also been profiled in such publications as the Wall Street Journal, Mother Jones, and the LA Times.

A graduate of Harvard Law School and Harvard College, Ms. Liss-Riordan co-founded Lichten & Liss-Riordan, P.C. in 2009. Previously she was a partner at a plaintiff-side employment and union law firm in Boston where she worked for more than 10 years after clerking for a federal court judge for two years following law school. In 2019, Ms. Liss-Riordan ran for the U.S. Senate in the Democratic primary for Massachusetts. In 2022, she ran to be Massachusetts Attorney General, a campaign in which she was endorsed by the Massachusetts AFL-CIO, Senator Elizabeth Warren, Boston Mayor Michelle Wu, and many other elected officials and labor unions.

PROFILES

Elon Musk Keeps Stiffing People. She Keeps Suing Him
Vanity Fair | June, 2025

Trailblazing Women In Labor Law – Shannon Liss-Riordan
Law360 | March, 2022

Worker Rights Atty Blazes Trail With Whole Foods, Uber Cases
Law360 | July, 2020

Labor Litigator
Harvard Magazine | March – April, 2017

Uber's Worst Nightmare
San Francisco Magazine | May, 2016

Meet the attorney suing Uber, Lyft, GrubHub and a dozen California tech firms
LA Times | January, 2016

Meet "Sledgehammer Shannon," the Lawyer Who Is Uber's Worst Nightmare
Mother Jones | December, 2015

Meet the Boston Lawyer Who's Putting Uber on Trial
Wall Street Journal | November, 2015

'Sledgehammer Shannon:' The attorney taking on Uber and others in the sharing economy
Bizwomen | September, 2015

What Strippers Can Teach Uber
Medium | April, 2015

Lawyer fights for low-wage workers' rights

Lawyer fights for low-wage workers' rights
Boston Globe | December, 2012

Skycaps and waiters find a legal champion
Boston Globe | April, 2008

RECOGNITIONS

Top 250 Women in Litigation, Benchmark Litigation (2024)

America's Top 200 Lawyers, Forbes (2024) (one of 5 plaintiffs' employment attorneys)

Top Women of Law, Circle of Excellence, Massachusetts Lawyers Weekly (2021)

Employee Attorney of the Year (national), Benchmark Litigation (2020)

Robert Morris, Sr. Award for Courage in Litigation, American Board of Trial Advocates, Massachusetts Chapter (2020)

"Top 50 thinkers, doers and visionaries transforming American politics", Politico (2016)

Top Women of Law, Massachusetts Lawyers Weekly (2014)

Best Lawyers in America (each year since 2008)

Massachusetts Super Lawyers (each year since 2005)

Lawyer of the Year, Massachusetts Lawyers Weekly (2002)

MAJOR APPELLATE RULINGS

Patel v. 7-Eleven, Inc., 489 Mass. 356 (2022) (Massachusetts Supreme Judicial Court held that franchisees may be employees for purposes of the Wage Act, overturning district court decision that held federal law to preempt Massachusetts law)

Lohnn v. International Business Machines, Inc. (IBM), C.A. No. 21-cv-6379 (S.D.N.Y. Jan. 4, 2022), motion to stay denied, No. 22-32 (2d Cir. Feb. 8, 2022) (ordering the unsealing of documents in age discrimination case that IBM attempted to keep hidden through arbitration confidentiality agreement, including highly incriminating emails in which executives disparaged older workers as "dinobabies" and plotted how to make them "an extinct species")

Lawson v. GrubHub, No. 18-15386 (9th Cir. 2021) (reinstating case challenging GrubHub's misclassification of drivers in first and only case to date to go to trial against "gig economy" company)

Vazquez v. Jan-Pro Franchising Int'l, 10 Cal.5th 944 (2021) (California Supreme Court decided that landmark Dynamex ABC test applies retroactively); 986 F.3d 1106 (9th Cir. 2021), 923 F.3d 575 (9th Cir. 2019) (in a now 14-year-old case, holding that landmark Dynamex decision applies to misclassification claims against "cleaning franchisor"and applies to top-tier company in multi-tier "fissured employment" scheme; providing guidance on strength of ABC test for employment misclassification; and reinstating wage claims on behalf of janitors who challenged paying for their jobs and other wage violations)

Medina v. Equilon Enterprises, Inc., 68 Cal.App.5th 868 (Cal. Ct. App. 2021) (Court of Appeal reversed summary judgment for Shell, holding that it could be liable for wage violations committed by intermediary entity)

Rittmann v. Amazon.com, Inc., 2020 WL 4814142 (9th Cir. 2020) (in nationwide case challenging driver misclassification, affirming denial of motion to compel arbitration, holding Amazon drivers to be exempt from Federal Arbitration Act under transportation worker exemption)

READ MORE

SAMPLE TRIAL VICTORIES

Nnebe v. Daus, No. 06-cv-4991-RJS (S.D. N.Y. Nov. 16, 2023) (test case trial for 10 plaintiff New York taxi drivers in certified class action who suffered due process violations based on not being able to challenge their license suspension due to an arrest)

Ordono v. Marriott International, Inc., No. CGC-16-550454 (Cal. Sup. Ct. Apr. 2023) ($12 million judgment awarded to class of hotel waitstaff, in the first case to go to trial in California challenging employer's failure to pay employees the total proceeds of "service charges", which court held that reasonable customers believed were gratuities)

Lawson v. GrubHub, No. 15-cv-05128-JSC (N.D. Cal. Mar. 2023) (in the first trial ever addressing whether a gig worker was misclassified as an independent contractor, court held that GrubHub driver should have been classified as an employee)

Norrell v. Spring Valley Country Club (Mass. Super. 2017) (class action jury verdict for waitstaff)

Travers v. Flight Systems & Services (D. Mass. 2014) (close to $1 million jury verdict in favor of skycap who was terminated in retaliation for bringing wage complaint about policy affecting skycaps' tips)

DiFiore v. American Airlines (D. Mass. 2008) (jury verdict in favor of skycaps, finding that airline violated state tips law and interfered with skycaps' relationship with passengers by charging $2 per bag and not allowing skycaps to keep the proceeds of the charge; verdict led to airline dropping charge nationwide) (damages award reversed on federal preemption grounds)

Benoit v. The Federalist, Inc. (Mass. Super. 2007) (class action jury verdict in favor of waitstaff who did not receive total proceeds of service charges added to function bills)

Bradley v. City of Lynn, 443 F.Supp.2d 145 (D.Mass. 2006) (class action verdict finding state civil service exam had disparate impact on minorities, resulting in statewide hiring of more than 60 minority firefighters and police officers)

Calcagno v. High Country Investor, Inc. d/b/a Hilltop Steakhouse (Mass. Super. 2006) (class action jury verdict finding management illegally skimmed servers' gratuities)

Sprague v. United Airlines, Inc., 2002 WL 1803733 (D. Mass 2002) (judgment of $1.1 million in a discrimination case brought by deaf airline mechanic who had been denied employment based on disability)

Dahill v. Boston Police Department, 434 Mass. 233 (2001) (Supreme Judicial Court decided that Massachusetts law would diverge from federal law in prohibiting discrimination against individuals with correctable disabilities, resulting in hiring of hearing-impaired police officer candidate and jury verdict of nearly $1 million)

EDUCATION

Harvard Law School, J.D., 1996
Harvard College, A.B., 1990

BAR AND COURT ADMISSIONS

Member, State Bar of Massachusetts, 1999
Member, State Bar of New York, 1999
Member, State Bar of California, 2016

Admitted to practice before the U.S. Supreme Court and the U.S. Court of Appeal for the First, Second, Third, Fifth, Sixth, Seventh, Ninth, and Eleventh Circuits.