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[Additional counsel listed on the next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHRISTIAN DARRELL EGAN, an individual and on behalf of all others similarly situated,

Plaintiff,

v.

LEUCADIA PIZZA POINT LOMA, INC., a California corporation; LEUCADIA PIZZA ENC, INC., a California corporation; LEUCADIA PIZZA SHADOWRIDGE, LLC, a California limited liability company; LEUCADIA PIZZA SCRIPPS RANCH, INC., a California corporation; LEUCADIA PIZZA TAMARACK, INC., a California corporation; LEUCADIA PIZZA UTC LLC, a California limited liability company; LEUCADIA PIZZA RSF, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 37-2024-00008942-CU-OE-CTL

[Assigned for all purposes to the Honorable Loren G. Freestone in Dept. C-64]

CLASS AND PAGA SETTLEMENT AGREEMENT

Action Filed: February 27, 2024

Trial Date: None Set

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PIZZA ENC, INC.; LEUCADIA PIZZA SCRIPPS RANCH, INC.; LEUCADIA
PIZZA TAMARACK, INC.; AND LEUCADIA PIZZA UTC LLC

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Christian Darnell Egan (“Plaintiff”) and defendants Leucadia Pizza Point
3 Loma, Inc.; Leucadia Pizza Enc, Inc.; Leucadia Pizza Scripps Ranch, Inc., Leucadia Pizza
4 Tamarack, Inc.; and Leucadia Pizza UTC (collectively, “Defendants”). The Agreement refers to
5 Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Defendants, captioned *Christian Darnell Egan v. Leucadia Pizza Point Loma, Inc. et al.*, Case
9 No. 37-2024-00008942-CU-OE-CTL, initiated on February 27, 2024, and pending in Superior
10 Court of the State of California, County of San Diego.

11 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity
12 the Parties have agreed to appoint to administer the Settlement.

13 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
14 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
15 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
16 Preliminary Approval of the Settlement.

17 1.4. “Aggrieved Employee” means all persons employed by Defendants in California and
18 classified as non-exempt, hourly-paid employees who worked for Defendants during the PAGA
19 Period.

20 1.5. “Class” means all persons employed by Defendants in California and classified as non-
21 exempt, hourly-paid employees who worked for Defendants during the Class Period.

22 1.6 “Class Counsel” means David D. Bibiyan, Vedang J. Patel, and Megan R. Lazar of
23 Bibiyan Law Group, P.C.

24 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
25 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
26 expenses, respectively, incurred to prosecute the Action.

27 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
28 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)

1 last known telephone number(s); (4) last known Social Security Number(s); (5) the number of
2 Workweeks worked; and (6) the number of PAGA Pay Periods worked. Concurrently with the
3 delivery of the Class Data to the Settlement Administrator, as detailed in Section 4.2 below,
4 Defendant will provide Class Counsel a declaration attesting to the Workweek and PAGA Pay
5 Period total.

6 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
7 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
8 Class Member who qualifies as an Aggrieved Employee).

9 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
10 current Class Member mailing addresses using all reasonably available sources, methods and
11 means including, but not limited to, the National Change of Address database, skip traces, and
12 direct contact by the Administrator with Class Members.

13 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
14 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
15 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
16 A and incorporated by reference into this Agreement.

17 1.12. “Class Period” means the period from February 27, 2020 through July 29, 2025.

18 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action
19 seeking Court approval to serve as a Class Representative.

20 1.14. “Class Representative Service Payment” means the payment to the Class Representative
21 for initiating the Action and providing services in support of the Action.

22 1.15. “Court” means the Superior Court of California, County of San Diego.

23 1.16. “Defendants” means named defendants Leucadia Pizza Point Loma, Inc.; Leucadia Pizza
24 Enc, Inc.; Leucadia Pizza Scripps Ranch, Inc., Leucadia Pizza Tamarack, Inc.; and Leucadia
25 Pizza UTC, LLC.

26 1.17. “Defense Counsel” means Harvey Berger and Shelby Harris of Berger & Williams LLP,
27 and Spencer C. Skeen and Jesse C. Ferrantella of Ogletree Deakins, P.C.
28

1 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order Granting
2 Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the
3 latest of the following occurrences: (a) if no Participating Class Member objects to the
4 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
5 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
6 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
7 affirms the Judgment and issues a remittitur.

8 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

9 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval
10 of the Settlement.

11 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final
12 Approval.

13 1.22. “Gross Settlement Amount” means \$700,000.00 (Seven Hundred Thousand Dollars and
14 Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except as
15 provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage
16 Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay
17 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
18 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
19 Administrator’s Expenses.

20 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the
21 Net Settlement Amount calculated according to the number of Workweeks worked during the
22 Class Period.

23 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of
24 the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA
25 Period.

26 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

27 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
28 entitled, under Labor Code section 2699, subd. (i).

1 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
2 under Labor Code section 2699, subd. (i).

3 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
4 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
5 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
6 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
7 paid to Participating Class Members as Individual Class Payments.

8 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.

10 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
11 actually worked for Defendants for at least one day during the PAGA Period.

12 1.31. “PAGA Period” means the period from February 26, 2023 through the end of the Class
13 Period.

14 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

15 1.33. “PAGA Notice” means plaintiff’s February 26, 2024 letter to defendants and the LWDA,
16 providing notice pursuant to Labor Code section 2699.3 subd. (a).

17 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
18 Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$17,500.00) and the 75%
19 to the LWDA (\$52,500.00) in settlement of PAGA claims.

20 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
21 timely Request for Exclusion from the Settlement.

22 1.36. “Plaintiff” means Christian Darnell Egan, the named plaintiff in the Action.

23 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
24 Settlement.

25 1.38. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
26 and Approval of PAGA Settlement.

27 1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2
28 below.

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

1.41. “Released Parties” means: Defendants, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, joint obligors, joint employers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.42. “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.

1.43. “Response Deadline” means forty-five (45) 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 or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline has expired.

1.44. “Settlement” means the disposition of the Action effectuated by this Agreement and the Judgment.

1.45. “Workweek” means any week during which a Class Member actually worked for Defendants, for at least one day during the Class Period.

2. RECITALS

2.1. On February 26, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.2. On February 27, 2024, Plaintiff commenced this Action by filing a class action complaint against Defendants for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement

violations; failure to timely pay wages; failure to indemnify; failure to pay interest on deposits; violation of Labor Code section 227.3; and unfair competition (the “Class Action”).

2.3. On May 14, 2024, Plaintiff filed a separate representative action in the Superior Court of California for the County of San Diego, Case No. 37-2024-00022194-CU-OE-CTL, seeking PAGA civil penalties against Defendants for Labor Code violations alleged in the PAGA Notice (the “PAGA Action”).

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

2.5. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for a sampling of Class Members through mediation; (b) class data points, including the number of Class Members in the Class Period, the number of Aggrieved Employees, the total number of Workweeks during the Class Period, and the number of Pay Periods during the PAGA Period; and (c) all documents pertaining to Plaintiff available to Defendants.

2.6. Plaintiff’s 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*”).

2.7. On December 6, 2024, the Parties participated in an all-day mediation presided over by Katherine J. Edwards, Esq. The mediation was unsuccessful, but the Parties continued to negotiate and ultimately agreed to globally resolve all class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to Plaintiff’s filing of a First Amended Complaint in the Class Action, adding all allegations brought in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”). The First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

2.8. The Court has not granted class certification.

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

3. MONETARY TERMS

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Defendants promise to pay \$700,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. 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 Plaintiff: Class Representative Service Payment to Plaintiff of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. In the event that the Court reduces or does not approve the requested Service Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this Settlement, and it will remain binding.

1 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
2 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
3 Agreement, is currently estimated to be \$245,000.00 and a Class Counsel Litigation
4 Expenses Payment of not more than \$30,000.00. Defendants will not oppose requests
5 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
6 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
7 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
8 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
9 than the amounts requested, the Administrator will allocate the remainder to the Net
10 Settlement Amount. In the event that the Court reduces the requested Class Counsel
11 Fees Payment, Plaintiff and Plaintiff's Counsel shall not have the right to revoke this
12 Settlement, and it will remain binding. Released Parties shall have no liability to Class
13 Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
14 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
15 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
16 Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility
17 and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
18 Litigation Expenses Payment and holds Defendants harmless, and indemnifies
19 Defendants, from any dispute or controversy regarding any division or sharing of any
20 of these Payments. There will be no additional charge of any kind to either the
21 Settlement Class Members or request for additional consideration from Defendants for
22 such work unless, Defendants materially breach this Agreement, including any term
23 regarding funding, and further efforts are necessary from Class Counsel to remedy said
24 breach, including, without limitation, moving the Court to enforce the Agreement.
25 Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts
26 that are less than the amounts provided for herein, then the unapproved portion(s) shall
27 be a part of the Net Settlement Amount.

1 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
2 \$12,990.00 except for a showing of good cause and as approved by the Court. To the
3 extent the Administration Expenses are less or the Court approves payment less than
4 \$12,990.00 the Administrator will retain the remainder in the Net Settlement Amount.

5 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
7 by all Participating Class Members during the Class Period and (b) multiplying the result
8 by each Participating Class Member's Workweeks.

9 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
10 Class Member's Individual Class Payment will be allocated to settlement of
11 wage claims (the "Wage Portion"). The Wage Portions are subject to tax
12 withholding and will be reported on an IRS W-2 Form. The 80% of each
13 Participating Class Member's Individual Class Payment will be allocated to
14 settlement of claims for interest and penalties (the "Non-Wage Portion"). The
15 Non-Wage Portions are not subject to wage withholdings and will be reported
16 on IRS 1099 Forms. Participating Class Members assume full responsibility
17 and liability for any employee taxes owed on their Individual Class Payment.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for distribution
22 to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
24 \$70,000.00 to be paid from the Gross Settlement Amount, with 75% (\$52,500.00)
25 allocated to the LWDA PAGA Payment and 25% (\$17,500.00) allocated to the
26 Individual PAGA Payments.

27 3.2.5.1. The Administrator will calculate each Individual PAGA
28 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share

of PAGA Penalties \$17,500.00 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.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 983 Class Members who collectively worked a total of 54,570 Workweeks and 538 aggrieved employees who worked a total of 12,832 PAGA Pay Periods.

4.2. Class Data. Not later than 21 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. Concurrently with the delivery of the Class Data to the Settlement Administrator, Defendant and/or Defense Counsel will provide Class Counsel a declaration attesting to the Workweek and PAGA Pay Period total.

1 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
2 Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by
3 transmitting the funds to the Administrator by the later of: (a) November 29, 2026 or (b) 14
4 calendar days after the Effective Date. In either case, the Gross Settlement Amount will not be
5 due before November 29, 2026.

6 4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the
7 Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
8 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
9 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and
10 the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,
11 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment
12 shall not precede disbursement of Individual Class Payments, and the Individual PAGA
13 Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
15 Individual PAGA Payments and send them to the Class Members via First Class U.S.
16 Mail, postage prepaid. The face of each check shall prominently state the date (not less
17 than 180 days after the date of mailing) when the check will be voided. The
18 Administrator will cancel all checks not cashed by the void date. The Administrator
19 will send checks for Individual Settlement Payments to all Participating Class Members
20 (including those for whom Class Notice was returned undelivered). The Administrator
21 will send checks for Individual PAGA Payments to all Aggrieved Employees including
22 Non-Participating Class Members who qualify as Aggrieved Employees (including
23 those for whom Class Notice was returned undelivered). The Administrator may send
24 Participating Class Members a single check combining the Individual Class Payment
25 and the Individual PAGA Payment. Before mailing any checks, the Settlement
26 Administrator must update the recipients' mailing addresses using the National Change
27 of Address Database.
28

1 4.4.2. The Administrator must conduct a Class Member Address Search for all other
2 Class Members whose checks are returned undelivered without USPS forwarding
3 address. Within 7 days of receiving a returned check the Administrator must re-mail
4 checks to the USPS forwarding address provided or to an address ascertained through
5 the Class Member Address Search. The Administrator need not take further steps to
6 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
7 The Administrator shall promptly send a replacement check to any Class Member whose
8 original check was lost or misplaced, requested by the Class Member prior to the void
9 date.

10 4.4.3. For any Class Member whose Individual Class Payment check or Individual
11 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
12 shall transmit the funds represented by such checks to the California State Controller's
13 Office, Unclaimed Property Division in the name of the Class Member thereby leaving
14 no unpaid residue pursuant to the requirements of Code of Civil Procedure section 384.

15 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
16 not obligate Defendants to confer any additional benefits or make any additional
17 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
18 specified in this Agreement.

19 **5. RELEASE OF CLAIMS**

20 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
21 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
22 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
23 Class Members, and Class Counsel will release claims against all Released Parties as follows:

24 5.1. Plaintiff's Release. In addition to the claims released under Sections 5.2 and 5.4 below,
25 Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, agree to release any and all claims, transactions, or
27 occurrences against Released Parties—which will include without limitation any and all claims
28 which in any way relate to Plaintiff's alleged employment with Defendants, under State or

1 Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or
2 not, including but not limited to any claims under the Fair Labor Standards Act (“FLSA”), Title
3 VII, Americans with Disabilities Act (“ADA”), Fair Employment and Housing Act (“FEHA”),
4 Age Discrimination in Employment Act (“ADEA”), Private Attorneys General Act (“PAGA”),
5 California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or
6 arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the
7 beginning of time to the date of execution hereof (“Plaintiff’s Release.”) Plaintiff’s Release does
8 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
9 unemployment benefits, disability benefits, social security benefits, or workers’ compensation
10 benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law
11 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
12 but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects,
13 notwithstanding such different or additional facts or Plaintiff’s discovery of them.

14 5.1.1. Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For
15 purposes of Plaintiff’s Release only, Plaintiff expressly waives and relinquish the
16 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
17 which reads:

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

22 5.2. Release by Participating Class Members: For the duration of the Class Period, all
23 Participating Class Members, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
25 Released Parties from all claims that were alleged, or reasonably could have been alleged, based
26 on the facts and allegations in the Operative Complaint. This includes all claims under Labor
27 Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 227.3, 245, et seq., 404, 510, 512, 558.1,
28 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040 seeking:

(i) failure to pay overtime wages; (ii) failure to provide minimum wages; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) waiting time penalties; (vi) failure to provide complete and accurate wage statements; (vii) failure to timely pay wages; (viii) failure to provide reimbursement for business expenses; (ix) failure to pay interest on deposits; (x) failure to provide paid vacation; and (xi) claims unfair business practices under the California Business & Professions Code, sections 17000 through 17208.

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

5.4. Release of PAGA Claims: For the duration of the PAGA Period, all Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice. This includes claims for PAGA penalties that occurred during the PAGA Period for violations of applicable Wage Orders and Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 511, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2802, 2810.5, 3366, 3457, and 8397.4, among others, California Code of Regulations, Title 8, Section 3395, Business and Professions Code sections 16600, 16700, and 17200, and Government Code section 12952.

6. MOTION FOR PRELIMINARY APPROVAL

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

6.1. Plaintiff's Responsibilities. Upon execution of this Agreement, Plaintiff will promptly prepare and to deliver to Defense Counsel all documents necessary for obtaining Preliminary

Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

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

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

Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex to serve as the Administrator and verified that, as a condition of appointment, Apex agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

7.4. Notice to Class Members

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

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)

used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

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

7.4.5. If the Administrator, 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 15 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 the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter

1 from a Class Member or his/her representative that reasonably communicates the Class
2 Member's election to be excluded from the Settlement and includes the Class Member's
3 name, address and email address or telephone number. To be valid, a Request for
4 Exclusion must be timely postmarked by the Response Deadline.

5 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
6 fails to contain all the information specified in the Class Notice. The Administrator
7 shall accept any Request for Exclusion as valid if the Administrator can reasonably
8 ascertain the identity of the person as a Class Member and the Class Member's desire
9 to be excluded. The Administrator's determination shall be final and not appealable or
10 otherwise susceptible to challenge. If the Administrator has reason to question the
11 authenticity of a Request for Exclusion, the Administrator may demand additional proof
12 of the Class Member's identity. The Administrator's determination of authenticity shall
13 be final and not appealable or otherwise susceptible to challenge.

14 7.5.3. Every Class Member who does not submit a timely and valid Request for
15 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
16 to all benefits and bound by all terms and conditions of the Settlement, including the
17 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
18 regardless whether the Participating Class Member actually receives the Class Notice
19 or objects to the Settlement.

20 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
21 Non-Participating Class Member and shall not receive an Individual Class Payment or
22 have the right to object to the class action components of the Settlement. Because future
23 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
24 Participating Class Members who are Aggrieved Employees are deemed to release the
25 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
26 PAGA Payment, and there shall be no right to opt out of the settlement as to PAGA
27 claims.

1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
2 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
3 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
4 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
5 the allocation by communicating with the Administrator via mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. In the absence
7 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
8 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
9 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
10 Periods shall be final and not appealable or otherwise susceptible to challenge. The
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
12 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
13 of the challenges, with personal identifying information other than names redacted.

14 7.7. Objections to Settlement

15 7.7.1. Only Participating Class Members may object to the class action components of
16 the Settlement and/or this Agreement, including contesting the fairness of the
17 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
18 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

19 7.7.2. Participating Class Members may send written objections to the Administrator, by
20 mail. In the alternative, Participating Class Members may appear in Court (or hire an
21 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
22 A Participating Class Member who elects to send a written objection to the
23 Administrator must do so not later than 45 days after the Administrator's mailing of the
24 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
25 mailed).

26 7.7.3. Non-Participating Class Members have no right to object to any of the class action
27 components of the Settlement.
28

1 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
2 performed or observed by the Administrator contained in this Agreement or otherwise.

3 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
4 and use an internet website to post information of interest to Class Members including
5 the date, time and location for the Final Approval Hearing and copies of the Settlement
6 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
7 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
8 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
9 the Final Approval and the Judgment. The Administrator will also maintain and monitor
10 an email address and a toll-free telephone number to receive Class Member calls and
11 emails.

12 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
13 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
14 Not later than 5 days after the expiration of the deadline for submitting Requests for
15 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
16 containing (a) the names of Class Members who have timely submitted valid Requests
17 for Exclusion (“Exclusion List”); (b) the names of Class Members who have submitted
18 invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement
19 submitted (whether valid or invalid), with personal identifying information other than
20 names redacted.

21 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
22 reports to Class Counsel and Defense Counsel that, among other things, tally the number
23 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
24 Exclusion (whether valid or invalid) received, objections received, challenges to
25 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
26 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
27 Weekly Reports must include provide the Administrator’s assessment of the validity of
28

Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

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

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

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 983 Class Members and 54,570 Total Workweeks during the Class

Period. and (2) there are 538 aggrieved employees who worked a total of 12,832 PAGA Pay Periods.

8.1. Increase in Workweeks. Defendants represent that there are no more than 54,570 Workweeks worked during the Class Period. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or increases by 5,457 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 60,027 Workweeks multiplied by the Workweek Value (i.e., if the Workweeks increase by 11%, Defendants will be required to increase the Gross Settlement Amount by 1%). The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$700,000.00) by 54,570, which amounts to a Workweek Value of \$12.83. Thus, for example, should there be 60,627 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$7,698 ((60,627 Workweeks – 60,027 Workweeks) x \$12.83 per Workweek.)

9. MOTION FOR FINAL APPROVAL

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

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good

1 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
2 Approval. The Court's decision to award less than the amounts requested for the Class
3 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
4 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
5 alleged wrongful termination, shall not constitute a material modification to the Agreement
6 within the meaning of this paragraph.

7 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
8 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
9 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
10 and (iii) addressing such post-Judgment matters as are permitted by law.

11 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
12 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
13 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
14 respective counsel, and all Participating Class Members who did not object to the Settlement as
15 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
16 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
17 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
18 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
19 Parties' obligations to perform under this Agreement will be suspended until such time as the
20 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
21 the amount of the Net Settlement Amount.

22 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
23 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
24 modification of this Agreement (including, but not limited to, the scope of release to be granted
25 by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain
27 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
28 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, Operative Complaint or PAGA Notice have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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, to contest representative treatment, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves 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. Plaintiff, 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

1 extent necessary to report income to appropriate taxing authorities; (4) in response to a court
2 order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
3 government agency. Each Party agrees to immediately notify each other Party of any judicial or
4 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel,
5 Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any
6 conversation or other communication, before the filing of the Motion for Preliminary Approval,
7 any with third party regarding this Agreement or the matters giving rise to this Agreement except
8 to respond only that “the matter was resolved,” or words to that effect. This paragraph does not
9 restrict Class Counsel’s communications with Class Members in accordance with Class
10 Counsel’s ethical obligations owed to Class Members.

11 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
12 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
13 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s
14 ability to communicate with Class Members in accordance with Class Counsel’s ethical
15 obligations owed to Class Members.

16 11.4. No Publicity. Plaintiff and Class Counsel will not contact the media about the settlement
17 or respond to any inquiries by the media regarding the Settlement, other than to state that the
18 matter was amicably settled, and the Court did not find Defendants liable. Plaintiff and their
19 respective counsel also will not post any information about the settlement on social media or
20 their firms’ websites.

21 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties
23 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
24 inducements made to or by any Party.

25 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
27 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
28

1 its terms, and to execute any other documents reasonably required to effectuate the terms of this
2 Agreement including any amendments to this Agreement.

3 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their
4 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
5 Settlement Agreement, submitting supplemental evidence and supplementing points and
6 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
7 or content of any document necessary to implement the Settlement, or on any modification of the
8 Agreement that may become necessary to implement the Settlement, the Parties will seek the
9 assistance of a mediator and/or the Court for resolution.

10 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not
11 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
12 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
13 action, or right released and discharged by the Party in this Settlement.

14 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
15 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
16 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
17 Part 10, as amended) or otherwise.

18 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
19 modified, changed, or waived only by an express written instrument signed or agreed to by all
20 Parties or their representatives, and approved by the Court. Plaintiff and Defendants expressly
21 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
22 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
23 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
24 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
25 the use of signatures previously provided by the Parties.

26 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
27 the benefit of, the successors of each of the Parties.

1 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without
3 regard to conflict of law principles.

4 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
5 this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting

7 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
8 during Action and in this Agreement relating to the confidentiality of information shall survive
9 the execution of this Agreement.

10 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
11 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
12 in connection with the mediation, other settlement negotiations, or in connection with the
13 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
14 be used in any way that violates any existing contractual agreement, statute, or rule of court. Not
15 later than 90 days after the date when the Court discharges the Administrator's obligation to
16 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class
17 Counsel shall destroy, all paper and electronic versions of Class Data received from Defendants.

18 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 11.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall
21 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day
23 thereafter.

24 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
25 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
26 be accepted as an original. All executed counterparts and each of them will be deemed to be one
27 and the same instrument if counsel for the Parties will exchange between themselves signed
28

1 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
2 and contents of this Agreement.

3 11.19. Notice. All notices, demands or other communications between the Parties in connection
4 with this Agreement will be in writing and deemed to have been given as of the third business
5 day after mailing by United States mail, or the day sent by email or messenger, addressed as
6 follows:

7 *To Plaintiff and the Class:*

8 David D Bibiyan
9 Vedang J. Patel
10 Megan R. Lazar
11 Bibiyan Law Group, P.C.
12 1460 Westwood Boulevard
13 Los Angeles, CA 90027
14 Tel.: (310) 438-5555
15 Fax: (310) 300-1705
16 E-Mail: david@tomorrowlaw.com
vedang@tomorrowlaw.com
megan@tomorrowlaw.com

14 *To Defendant:*

15 Harvey C. Berger
16 Shelby Harris
17 Berger & Williams, LLP
18 401 B Street, Suite 2000
19 San Diego, CA 92101
20 Tel: 619-595-1365
21 Email: berger@bergerwilliams.com
harris@bergerwilliams.com

22 Spencer C. Skeen
23 Jesse C. Ferrantella
24 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
25 4660 La Jolla Village Drive, Suite 900
26 San Diego, CA 92122
27 Tel: 858-652-3100
28 Fax: 858-652-3101
E-Mail: Spencer.Skeen@ogletree.com
jesse.ferrantella@ogletree.com

11.20. 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 CCP section 583.330 to extend
the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
process.

11.21. 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 Defendants' 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.

IT IS SO AGREED:

Christian Darrell Egan

05/01/2026

Plaintiff, Christian Darnell Egan

For Defendant, Leucadia Pizza Point Loma, Inc.

For Defendant, Leucadia Pizza Enc, Inc.

For Defendant, Leucadia Pizza Scripps Ranch, Inc.

For Defendant, Leucadia Pizza Tamarack, Inc.

For Defendant, Leucadia Pizza UTC, LLC

11.21. 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 Defendants' 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.

IT IS SO AGREED:

Plaintiff, Christian Darnell Egan

DocuSigned by:
Chip Conover
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Chip Conover 15-May-2026

For Defendant, Leucadia Pizza Point Loma,

Inc.
DocuSigned by:
Chip Conover
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Chip Conover 15-May-2026

For Defendant, Leucadia Pizza Enc, Inc.

DocuSigned by:
Chip Conover
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Chip Conover 15-May-2026

For Defendant, Leucadia Pizza Scripps Ranch, Inc.

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Chip Conover
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Chip Conover 15-May-2026

For Defendant, Leucadia Pizza Tamarack, Inc.

DocuSigned by:
Chip Conover
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Chip Conover 15-May-2026

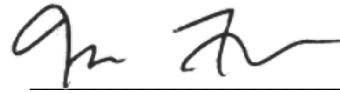
For Defendant, Leucadia Pizza UTC, LLC

1 **AGREED AS TO FORM ONLY:**

2 Vedang J. Patel

5/1/2026

3 David D. Bibryan
4 Vedang J. Patel
Counsel for Plaintiff



5/15/2026

Harvey C. Berger
Shelby Harris
Spencer C. Skeen
Jesse C. Ferrantella
Counsel for Defendants