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LEANNA HAMILTON, JENELO GO

(additional counsel listed on following page)

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

MARA S. MORENO, an individual; DAISY GALINDO, an individual; LIAM S. COCHRAN, an individual; JONATHAN BALCACER, an individual; KRYSTAL POMATTO, an individual; ALEXANDRA VITOR, an individual; MIGUEL G. FERNANDEZ, an individual; JENELO GO, an individual; RODRIGO MENDEZ, an individual; LEANNA HAMILTON, an individual; and on behalf of all others similarly situated,

Plaintiff,

vs.

JOEY RESTAURANT (LOS ANGELES) INC., a California Corporation; JOEY RESTAURANT (MANHATTAN BEACH) INC., a California Corporation; JOEY RESTAURANT (WOODLAND HILLS) INC., a California Corporation; JOEY RESTAURANT (NEWPORT BEACH) INC., a California Corporation; JOEY RESTAURANT GROUP, a Canadian Corporation; and DOES 1 through 10 inclusive,

Defendants.

Case No.: 24STCV10858

Honorable Elaine Lu
Department 9

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

Complaint Filed: August 21, 2024
Trial Date: None Set

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JOEY RESTAURANT GROUP

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Mara S. Moreno, Daisy Galindo, Liam S. Cochran, Jonathan Balcacer, Krystal Pomatto, Alexandra Vitor, Miguel G. Fernandez, Rodrigo Mendez, Leanna Hamilton, Corey Evans, Maya Shumpert and Jenelo Go (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendants Joey Restaurant (Los Angeles) Inc., Joey Restaurant (Manhattan Beach) Inc., Joey Restaurant (Woodland Hills) Inc., Joey Restaurant (Newport Beach) Inc., and Joey Restaurant Group (“Defendants”) (collectively with Plaintiffs, the “Parties”).

1. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1.1. “Action” means *Moreno, et al. v. Joey Restaurant (Los Angeles) Inc. et al.*, No. 24STCV10858 (Los Angeles County Superior Court).

1.2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars and No Cents (\$166,667). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Actions, up to twenty-two thousand five hundred dollars (\$22,500.00), subject to the Court’s approval.

Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

1.3. "Class Counsel" means Beverly Hills Trial Attorneys, P.C.

1.4. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address and telephone number; Social Security number; and the respective number of Workweeks that each Class Member worked during the Class Period and PAGA Period, as defined below.

1.5. "Class Member(s)" or "Class" means all current and former non-exempt employees who were employed by Defendants in California at any time from March 29, 2022, through June 2, 2025.

1.6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A, which will be provided in English along with a Spanish translation.**

1.7. "Class Period" means the period from March 29, 2022, through June 2, 2025.

1.8. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf of Class Members, and for their general release of claims. Subject to the Court granting Final Approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Five Thousand Dollars (\$5,000), each.

1.9. "Court" means the Los Angeles County Superior Court.

1.10. "Defendants" means Defendants Joey Restaurant (Los Angeles) Inc., Joey Restaurant (Manhattan Beach) Inc., Joey Restaurant (Woodland Hills) Inc., Joey Restaurant (Newport Beach) Inc., and Joey Restaurant Group.

1.11. “Defendants’ counsel” means Davis Wright Tremaine, LLP.

1.12. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-five (65) calendar days after the entry of the Judgment, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be twenty (20) calendar days after the appeal is dismissed or after an appellate decision affirming the Judgment becomes final and non-appealable.

1.13. “Final Approval” means the date on which the Court enters an order granting Final Approval of the Settlement Agreement.

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

1.15. “Gross Settlement Amount” means the Gross Settlement Amount of Five Hundred Thousand Dollars (\$500,000), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Class and PAGA Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

1.16. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Fund calculated according to the number of Workweeks worked during the Class Period.

- 1.17. “Individual PAGA Payment” means the PAGA Member’s pro rata share of the PAGA Settlement Amount calculated according to the number of Workweeks worked during the PAGA Period.
- 1.18. “Judgment” means the judgment entered by the court upon Final Approval.
- 1.19. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.
- 1.20. “Notice of Objection” means a Class Member’s valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector’s full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.
- 1.21. “PAGA Members” means all current and former non-exempt employees who were employed by Defendants in California at any time from February 15, 2023, through June 2, 2025 which is sixty (60) days from the date of the mediation.
- 1.22. “PAGA Period” means the period from February 15, 2023, through June 2, 2025, which is sixty (60) days from the date of the mediation.
- 1.23. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Seventy Thousand Dollars (\$70,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Two Thousand Five Hundred Dollars (\$52,500), of the PAGA

1 Settlement Amount will be paid to the California Labor and Workforce Development
2 Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five
3 Percent (25%), or Seventeen Thousand Five Hundred Dollars (\$17,500) (“PAGA
4 Fund”), of the PAGA Settlement will be disbursed to PAGA Members, and regardless
5 whether they request to be excluded from the Class.

6 1.24. “Parties” means Plaintiffs and Defendants collectively.

7 1.25. “Participating Class Members” means all Class Members who do not submit timely
8 and valid Requests for Exclusion.

9 1.26. “Plaintiffs” means Plaintiffs Mara S. Moreno, Daisy Galindo, Liam S. Cochran,
10 Jonathan Balcacer, Krystal Pomatto, Alexandra Vitor, Miguel G. Fernandez, Rodrigo
11 Mendez, Leanna Hamilton, Corey Evans, Maya Shumpert and Jenelo Go.

12 1.27. “Preliminary Approval” means the date on which the Court enters an order granting
13 preliminary approval of the Settlement Agreement.

14 1.28. “Released Class Claims” means any and all claims that were alleged in the First
15 Amended Complaint or could have been alleged by reason of or in connection with
16 any matter or fact set forth or referred to in the First Amended Complaint during the
17 Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and
18 rest break violations; (c) all claims for unpaid minimum and regular wages; (d) all
19 claims for the failure to reimburse necessary business expenses; (e) all claims for the
20 failure to timely pay wages upon termination; (f) all claims for the failure to timely
21 pay wages during employment; (g) all claims for wage statement violations; (h)
22 failure to maintain accurate payroll records; (i) all claims for unpaid gratuity; (j) all
23 claims for failure to provide one day’s rest in seven-day workweek; (k) all claims for
24 failure to pay reporting time pay; and (l) all claims asserted through California
25 Business & Professions Code §§ 17200, *et seq.*

26 1.29. “Released PAGA Claims” means all claims for civil penalties under California Labor
27 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based
28 on the same facts alleged in Plaintiffs’ LWDA letters during the PAGA Period,

1 including but not limited to: (a) all claims for unpaid overtime; (b) all claims for meal
2 and rest break violations; (c) all claims for unpaid minimum and regular wages; (d) all
3 claims for the failure to reimburse necessary business expenses; (e) all claims for the
4 failure to timely pay wages upon termination; (f) all claims for the failure to timely
5 pay wages during employment; (g) all claims for wage statement violations; (h)
6 failure to maintain accurate payroll records; (i) all claims for unpaid gratuity; (j) all
7 claims for failure to provide one day's rest in seven-day workweek; and (k) all claims
8 for failure to pay reporting time pay. This includes, but is not limited to, claims for
9 alleged violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7,
10 351, 353, 510, 512, 551, 552, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
11 2800, 2802 and 2699(f)(2).

12 1.30. "Released Parties" means Defendants Joey Restaurant (Los Angeles) Inc., Joey
13 Restaurant (Manhattan Beach) Inc., Joey Restaurant (Woodland Hills) Inc., Joey
14 Restaurant (Newport Beach) Inc., and Joey Restaurant Group.

15 1.31. "Request for Exclusion" means a timely letter submitted by a Class Member
16 indicating a request to be excluded from the Class. The Request for Exclusion must:
17 (a) set forth the name, address, telephone number and last four digits of the Social
18 Security Number of the Class Member requesting exclusion; (b) be signed by the
19 Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that
20 the Class Member does not wish to be included in the Settlement; and (e) be emailed,
21 faxed, or postmarked on or before the Response Deadline.

22 1.32. "Response Deadline" means the deadline by which Class Members must email,
23 postmark, or fax to the Settlement Administrator Requests for Exclusion, email,
24 postmark, or fax disputes concerning the calculation of Individual Class and PAGA
25 Payments, or postmark Notices of Objection to the Settlement Administrator. The
26 Response Deadline will be sixty (60) calendar days from the initial mailing of the
27 Class Notice by the Settlement Administrator, unless the sixtieth (60th) calendar day
28

falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

1.33. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated to be up to Eighteen Thousand Five Hundred and Four Dollars and Forty Cents (\$18,504.40).

1.34. “Settlement Administrator” means Phoenix Class Action Administration Solutions or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.35. “Workweeks” means the number of weeks of employment for each Class Member during the Class Period during which a Class Member worked for Defendants for at least one day, based on Defendants’ time and payroll records. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

2. RECITALS

2.1. On February 15, 2024, pursuant to Labor Code section 2699.3, subd.(a), plaintiffs Moreno, Galindo, Cochran, Balcacer, Pomatto, Adams, Vitor, Fernandez, Go, and Mendez provided timely written notice to Defendants and the LWDA of their claims that they were entitled to civil penalties under PAGA, including the specific

provisions of the Labor Code they contend were violated and the theories supporting their contentions. On July 3, 2025, Plaintiffs filed a Further Amended Notice with LWDA and gave written notice to Defendants of their amended claims.

2.2. On April 30, 2024, plaintiffs Moreno, Galindo, Cochran, Balcacer, Pomatto, Vitor, Fernandez, Go, Mendez, and Hamilton filed a Class Action Complaint in Los Angeles County Superior Court against Defendants alleging the following: (1) failure to pay wages and compensation; (2) failure to pay overtime compensation; (3) failure to provide rest periods; (4) failure to provide meal periods; (5) failure to provide accurate wage statements; (6) failure to timely pay final wages at termination; (7) conversion; (8) violation of the Business & Professions Code sections 17200, et seq.; and (9) violations under Private Attorney General Act (“PAGA”).

2.3. On April 3, 2025, the Parties participated in an all-day mediation for the Action with mediator Stephanie Chow, which led to this Agreement to settle the Action.

2.4. Prior to negotiating the settlement, Plaintiffs obtained, through informal discovery, documents relating to Defendants’ policies, practices, and procedures regarding paying non-exempt employees all hours worked, meal and rest period policies, payroll, timekeeping, and operational policies. Plaintiffs also obtained and reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data regarding the number of weeks worked and pay periods during the Class and PAGA Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, 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*”).

3. MONETARY TERMS

3.1. First Amended Complaint. As a condition of settlement, Plaintiffs will file a First Amended Complaint (“FAC”), to add Corey Evans and Maya Shumpert as named

1 plaintiffs and add all claims raised at mediation that are not already in Plaintiffs'
2 Complaint, and to otherwise conform the pleadings with the scope of the Released
3 Class Claims and Released PAGA Claims. Defendants will not be required to file an
4 answer or other responsive pleading to the FAC. If, for any reason, the Court does
5 not approve of the Settlement, or if the Settlement does not become final for any
6 reason, then the FAC will be deemed withdrawn and the original Complaint will
7 again become the operative complaint without prejudice to Plaintiffs' right to seek
8 leave to file another amended complaint and without prejudice to Defendants' rights
9 to object and/or challenge an amended pleading. Defendants do not impliedly or
10 expressly waive any arguments or defenses to the FAC, and the court has granted
11 said stipulation.

12 3.2. Amended PAGA Notice. On July 3, 2025, Plaintiffs filed an amended PAGA Letter
13 adding all factual allegations and theories of liability raised during the mediation,
14 including Failure to Reimburse for Business Expenses, Failure to Provide One Day's
15 Rest in Seven Day Workweek and Failure to Pay Reporting Time Pay, to the extent
16 those factual allegations and theories of liability were not already included in the
17 PAGA Letter in this action. This amended notice is the operative PAGA Letter in the
18 Lawsuit upon which the Released PAGA Claims will be based.

19 3.3. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit
20 of the Gross Settlement Amount of Five Hundred Thousand Dollars and No Cents
21 (\$500,000) into a Qualified Settlement Account to be established by the Settlement
22 Administrator. Defendants will pay the employer's share of payroll taxes separately.
23 After the Effective Date, the Gross Settlement Amount will be used for: (a)
24 Individual Class and PAGA Payments; (b) the Labor and Workforce Development
25 Agency Payment; (c) the Class Representative Enhancement Payments; (d)
26 Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendants will
27 deposit the Gross Settlement Amount and the employer's share of payroll taxes
28 within fourteen (14) calendar days of the Effective Date ("Funding Date").

1 3.4. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any
2 application or motion for attorneys' fees and costs by Class Counsel for Attorneys'
3 Fees and Costs of not more than One Hundred Sixty-Six Thousand Six Hundred
4 Sixty-Seven Dollars (\$166,667.00) ("Motion for Class Counsel Fees Payment), plus
5 the reimbursement of all out-of-pocket costs and expenses associated with Class
6 Counsel's litigation and settlement of the Actions (including expert/consultant fees,
7 investigations costs, etc.), not to exceed twenty-two thousand five hundred dollars
8 (\$22,500.00) ("Class Counsel Litigation Expenses Payment"), both of which will be
9 paid from the Gross Settlement Amount. If the Court approves Attorneys' Fees and
10 Costs less than the amounts requested, the Administrator will allocate the remainder
11 to the Net Settlement Amount. Released Parties will have no liability to Class
12 Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the
13 Attorneys' Fees and Costs. The Administrator will pay the Attorneys' Fees and
14 Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility
15 and liability for taxes owed on the Attorneys' Fees and Costs and holds Defendants
16 harmless, and indemnifies Defendants, from any dispute or controversy regarding
17 any division or sharing of any of these Payments.

18 3.5. Class Representative Enhancement Payments. In exchange for a general release, and
19 in recognition of their effort and work in prosecuting the Actions on behalf of Class
20 Members, Defendants agree not to oppose or impede any application or motion for
21 Class Representative Enhancement Payments of up to Five Thousand Dollars and No
22 Cents (\$5,000) to each Plaintiff. The Class Representative Enhancement Payments
23 will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs'
24 Individual Class and PAGA Payments paid pursuant to the Settlement. Any Class
25 Representative Enhancement Payments approved by the Court shall not be
26 considered wages, and the Settlement Administrator shall issue to Plaintiffs an IRS
27 Form 1099 reflecting such payment. Plaintiffs will be solely and legally responsible
28 to pay any and all applicable taxes on the Class Representative Enhancement

1 Payments. If the Court approves a Class Representative Enhancement Payment less
2 than the amount requested, the Administrator will retain the remainder in the Net
3 Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement
4 shall remain in full force and effect even if the full amount of Class Representative
5 Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

6 3.6. Settlement Administration Costs. The Settlement Administrator will be paid for the
7 reasonable costs of administration of the Settlement and distribution of payments
8 from the Gross Settlement Amount, which is currently estimated to be up Eighteen
9 Thousand Five Hundred and Four Dollars and Forty Cents (\$18,504.40). If the Court
10 approves Settlement Administration Costs less than the amounts requested, the
11 Administrator will allocate the remainder to the Net Settlement Amount. These
12 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,
13 the required tax reporting on the Individual Class and PAGA Payments, the issuing
14 of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing
15 the Gross Settlement Amount, and providing necessary reports and declarations.

16 3.7. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the
17 amount of Seventy Thousand Dollars and Zero Cents (\$70,000) from the Gross
18 Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim.
19 Pursuant to PAGA, Seventy-Five Percent (75%), or Fifty-Two Thousand Five
20 Hundred Dollars and Zero Cents (\$52,500), of this sum will be paid to the LWDA
21 and Twenty-Five Percent (25%), or Seventeen Thousand Five Hundred Dollars and
22 Zero Cents (\$17,500), will be paid to PAGA Members in proportion to the number
23 of Workweeks worked during the PAGA Period.

24 3.8. No Right to Exclusion or Objections to the PAGA Settlement. Because this
25 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting
26 as proxies and as Private Attorneys General of, and for, the State of California and
27 the LWDA, the Parties agree that no PAGA Member has the right to exclude himself
28 or herself from the release of the Released PAGA Claims, and all PAGA Members

will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

3.9. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

3.10. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Individual Class Payment Calculations. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated Individual Class Payment from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's Individual Class Payment will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Class Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Class equals 100% of the Net Settlement Fund. Defendants shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or

1 payment of Employee's Taxes and Required Withholding, and shall have no liability
2 for any errors made with respect to such Employee's Taxes and Required
3 Withholding. Although the Settlement Administrator will calculate and pay the
4 standard Employee's Taxes and Required Withholding on the portion of the
5 Individual Settlement Amounts constituting wages on their behalf, Plaintiffs and
6 Class Members represent and understand that they shall be solely responsible for any
7 and all tax obligation associated with their respective Individual Settlement Amounts
8 and Incentive Awards.

9 4.2. Payments from the PAGA Fund. Defendants will calculate the total number of
10 Workweeks worked by each PAGA Member during the PAGA Period and the
11 aggregate total number of Workweeks worked by all PAGA Members during the
12 PAGA Period. To determine each PAGA Member's estimated Individual PAGA
13 Payment, the Settlement Administrator will use the following formula: The PAGA
14 Fund will be divided by the aggregate total number of Workweeks during the PAGA
15 Period, resulting in the "PAGA Workweek Value." Each PAGA Member's
16 Individual PAGA Payment will be calculated by multiplying each individual PAGA
17 Member's total number of Workweeks by the PAGA Workweek Value. The entire
18 PAGA Fund will be disbursed to all PAGA Members. Defendants shall have no
19 responsibility for deciding the validity of the individual payment amounts allocated
20 to each PAGA Member or any other payments made pursuant to this Settlement
21 Agreement, shall have no involvement in or responsibility for the determination or
22 payment of Employee's Taxes and Required Withholding, and shall have no liability
23 for any errors made with respect to such Employee's Taxes and Required
24 Withholding.

25 4.3. No Credit Toward Benefit Plans. The Individual Class Payments made to
26 Participating Class Members under this Settlement, as well as any other payments
27 made pursuant to this Settlement, will not be utilized to calculate any additional
28 benefits under any benefit plans to which any Class Members may be eligible,

1 including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
2 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
3 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect
4 any rights, contributions, or amounts to which any Class Members may be entitled
5 under any benefit plans.

6 **5. SETTLEMENT ADMINISTRATION**

7 5.1. Administration Process. The Parties agree to cooperate in the administration of the
8 settlement and to make all reasonable efforts to control and minimize the costs and
9 expenses incurred in administration of the Settlement.

10 5.2. Delivery of the Class List. Within twenty (20) calendar days of Preliminary
11 Approval, Defendants will provide the Class List to the Settlement Administrator
12 and to Class Counsel.

13 5.3. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
14 Class List from Defendants, the Settlement Administrator will mail a Class Notice to
15 all Class Members via regular First-Class U.S. Mail, using the most current, known
16 mailing addresses identified in the Class List.

17 5.4. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
18 Settlement Administrator will perform a search based on the National Change of
19 Address Database for information to update and correct for any known or
20 identifiable address changes. Any Class Notices returned to the Settlement
21 Administrator as non-deliverable on or before the Response Deadline will, within
22 five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail
23 to the forwarding address affixed thereto and the Settlement Administrator will
24 indicate the date of such re-mailing on the Class Notice. If no forwarding address is
25 provided, the Settlement Administrator will promptly attempt to determine the
26 correct address using a skip-trace, or other search using the name, address and/or
27 Social Security Number of the Class Member involved, and will then perform a
28 single re-mailing. Those Class Members who receive a re-mailed Class Notice,

whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

5.5. Class Notices. All Class Members will be mailed a Class Notice in English, along with a Spanish translation. Each Class Notice will provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal terms; (c) the Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Defendants during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Class and PAGA Payment and the formula for calculating Individual Class and PAGA Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must email, postmark, or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

5.6. Disputed Information on Class Notices. Class Members will have an opportunity to dispute the information provided in their Class Notices. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

5.7. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise

1 the Class Member that his/her/their submission is defective and that the defect must
2 be cured to render the Request for Exclusion valid. The Class Member will have
3 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the
4 cure letter, whichever date is later, to email, postmark, or fax a revised Request for
5 Exclusion. If the revised Request for Exclusion is not emailed, postmarked, or
6 received by fax within that period, it will be deemed untimely. The Administrator
7 may not reject a Request for Exclusion as invalid because it fails to contain all the
8 information specified in the Class Notice. The Administrator shall accept any
9 Request for Exclusion as valid if the Administrator can reasonably ascertain the
10 identity of the person as a Class Member and the Class Member's desire to be
11 excluded.

12 5.8. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
13 Settlement Agreement must sign and email, postmark, or fax a written Request for
14 Exclusion to the Settlement Administrator within the Response Deadline. In the case
15 of Requests for Exclusion that are mailed to the Settlement Administrator, the
16 postmark date will be the exclusive means to determine whether a Request for
17 Exclusion has been timely submitted.

18 5.9. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
19 Member who does not affirmatively opt-out of the Settlement Agreement by
20 submitting a timely and valid Request for Exclusion will be bound by all of its terms,
21 including those pertaining to the Released Class Claims, as well as any Judgment
22 that may be entered by the Court if it grants Final Approval to the Settlement.

23 5.10. Releases by Participating Class Members. Upon the Funding Date, and except as to
24 such rights or claims as may be created by this Settlement Agreement, each
25 Participating Class Member, together and individually, on their behalf and on behalf
26 of their respective heirs, executors, administrators, agents, and attorneys, shall fully
27 and forever release and discharge all of the Released Parties, or any of them, from
28 each of the Released Class Claims arising during the Class Period.

1 5.11. Releases by PAGA Members. Upon the Funding Date, and except as to such rights
2 or claims as may be created by this Settlement Agreement, each PAGA Member,
3 together and individually, on their behalf and on behalf of their respective heirs,
4 executors, administrators, agents, and attorneys, shall fully and forever release and
5 discharge all of the Released Parties, or any of them, from each of the Released
6 PAGA Claims during the PAGA Period.

7 5.12. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right
8 to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten
9 Percent (10%) or more of Class Members opt out of the settlement. Defendants must
10 exercise this right of rescission in writing to Class Counsel within fourteen (14)
11 calendar days after the Response Deadline. If the option to rescind is exercised, then
12 Defendants will be solely responsible for all Settlement Administration Costs
13 incurred to the date of rescission.

14 5.13. Objection Procedures. To object to the Settlement Agreement, a Class Member may
15 either postmark a valid Notice of Objection to the Settlement Administrator on or
16 before the Response Deadline, or appear in person at the Final Approval Hearing.
17 Class Members who fail to object either by submitting a valid Notice of Objection or
18 appearing in person at the Final Approval Hearing will be deemed to have waived all
19 objections to the Settlement and will be foreclosed from making any objections,
20 whether by appeal or otherwise, to the Settlement Agreement. At no time will any of
21 the Parties or their counsel seek to solicit or otherwise encourage Class Members to
22 submit written objections to the Settlement Agreement or appeal from the Final
23 Approval order and Judgment. Class Counsel will not represent any Class Members
24 with respect to any such objections to this Settlement. If a Class Member timely
25 submits both a Notice of Objection and a Request for Exclusion, the Request for
26 Exclusion will be given effect and considered valid, the Notice of Objection shall be
27 rejected, and the Class Member shall not participate in or be bound by the
28 Settlement.

1 5.14. Response to Objections. Each Party retains the right to respond to any objection
2 raised by a Participating Class Member, including the right to file responsive
3 documents in Court no later than five (5) court days prior to the Final Approval
4 Hearing, or as otherwise ordered or accepted by the Court.

5 5.15. Settlement Administrator Website, Email Address, and Toll-Free Number. The
6 Settlement Administrator will establish and maintain and use an internet website to
7 post information of interest to Class Members including the date, time and location
8 for the Final Approval Hearing and copies of the Settlement Agreement, Motion for
9 Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for
10 Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel
11 Litigation Expenses Payment and Class Representative Enhancement Payment, the
12 Final Approval and the Judgment. The Settlement Administrator will also maintain
13 and monitor an email address and a toll-free telephone number to receive Class
14 Member calls, faxes and emails

15 5.16. Certification Reports Regarding Individual Class and PAGA Payment Calculations.
16 The Settlement Administrator will provide Defendants' counsel and Class Counsel a
17 weekly report that certifies the number of Class Members who have submitted valid
18 Requests for Exclusion or objections to the Settlement, and whether any Class
19 Member has submitted a challenge to any information contained in their Class
20 Notice, including those received after the Response Deadline. Additionally, the
21 Settlement Administrator will provide to counsel for both Parties any updated reports
22 regarding the administration of the Settlement Agreement as needed or requested.

23 5.17. Distribution Timing of Individual Class and PAGA Payments. Within ten (10)
24 calendar days of the Funding Date, the Settlement Administrator will issue payments
25 to: (a) Participating Class Members and PAGA Members; (b) the Labor and
26 Workforce Development Agency; (c) Plaintiffs; and (d) Class Counsel. The
27 Settlement Administrator will also issue a payment to itself for Court-approved
28 services performed in connection with the Settlement. The Settlement Administrator

1 will issue checks for the Individual Class Payments and/or Individual PAGA
2 Payments and send them to the Class Members via First Class U.S. Mail, postage
3 prepaid. The face of each check shall prominently state the date (not less than 180
4 days after the date of mailing) when the check will be voided. The Administrator will
5 cancel all checks not cashed by the void date. The Administrator will send checks for
6 Individual Class Payments to all Participating Class Members (including those for
7 whom Class Notice was returned undelivered). The Administrator will send checks
8 for Individual PAGA Payments to all PAGA Members including Non-Participating
9 Class Members who qualify as PAGA Members (including those for whom Class
10 Notice was returned undelivered). The Administrator may send Participating Class
11 Members a single check combining the Individual Class Payment and the Individual
12 PAGA Payment. Before mailing any checks, the Settlement Administrator must
13 update the recipients' mailing addresses using the National Change of Address
14 Database.

15 5.18. Class Member Address Search. The Administrator must conduct a Class Member
16 Address Search for all Class Members whose checks are returned undelivered without
17 United States Postal Service ("USPS") forwarding address. Within 7 days of
18 receiving a returned check the Administrator must re-mail checks to the USPS
19 forwarding address provided or to an address ascertained through the Class Member
20 Address Search. The Administrator need not take further steps to deliver checks to
21 Class Members whose re-mailed checks are returned as undelivered. The
22 Administrator shall promptly send a replacement check to any Class Member whose
23 original check was lost or misplaced, requested by the Class Member prior to the
24 void date.

25 5.19. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement
26 Payment checks returned as undeliverable and Individual Settlement Payment checks
27 remaining un-cashed for more than one hundred and eighty (180) calendar days after
28 issuance will be tendered to the California Controller's Unclaimed Property Fund in

1 the name of the Class Members who did not cash their checks, thereby leaving no
2 “unpaid residue” subject to the requirements of California Code of Civil Procedure
3 Section 384, subd. (b).

4 5.20. Certification of Completion. Upon completion of administration of the Settlement,
5 the Settlement Administrator will provide a written declaration under oath to certify
6 such completion to the Court and counsel for all Parties.

7 5.21. Treatment of Individual Settlement Payments. All Individual Settlement Payments
8 will be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement
9 Payment will be allocated as wages for which IRS Forms W-2 will be issued; and (b)
10 Eighty Percent (80%) will be allocated as non-wages for which IRS Forms 1099-
11 MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will
12 be treated as non-wages for which IRS Forms 1099-MISC will be issued.

13 5.22. Administration of Taxes by the Settlement Administrator. The Settlement
14 Administrator will be responsible for issuing to Plaintiffs, Participating Class
15 Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as
16 may be required by law for all amounts paid pursuant to this Settlement. The
17 Settlement Administrator will also be responsible for forwarding all payroll taxes
18 and penalties to the appropriate government authorities.

19 5.23. Tax Liability. The Parties make no representation as to the tax treatment or legal
20 effect of the payments called for hereunder, and Plaintiffs, Participating Class
21 Members, and PAGA Members are not relying on any statement, representation, or
22 calculation by Defendants or by the Settlement Administrator in this regard.

23 5.24. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
24 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND
25 EACH PARTY TO THIS AGREEMENT OTHER THAN THE
26 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND
27 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO
28 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG

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

23 5.25. No Prior Assignments. The Parties and their counsel represent, covenant, and
24 warrant that they have not directly or indirectly assigned, transferred, encumbered, or
25 purported to assign, transfer, or encumber to any person or entity any portion of any
26 liability, claim, demand, action, cause of action or right herein released and
27 discharged.
28

1 5.26. Nullification of Settlement Agreement. In the event that: (a) the Court does not
2 finally approve the Settlement as provided herein; or (b) the Settlement does not
3 become final for any other reason, then this Settlement Agreement, and any
4 documents generated to bring it into effect, will be null and void. Any order or
5 judgment entered by the Court in furtherance of this Settlement Agreement will
6 likewise be treated as void from the beginning.

7 **6. SETTLEMENT APPROVAL**

8 6.1. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
9 request the Preliminary Approval of the Settlement Agreement, and the entry of a
10 Preliminary Approval order for: (a) conditional certification of the Class for
11 settlement purposes only, (b) Preliminary Approval of the proposed Settlement
12 Agreement, (c) setting a date for a final fairness hearing (collectively “Motion for
13 Preliminary Approval”). The Preliminary Approval order will provide for the Class
14 Notice to be sent to all Class Members as specified herein. In conjunction with the
15 Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement,
16 which sets forth the terms of this Settlement, and will include the proposed Notice of
17 Class Action Settlement, attached as **Exhibit A**. Class Counsel will be responsible
18 for drafting all documents necessary to obtain Preliminary Approval. Defendants
19 agree that it will not oppose Plaintiffs’ Motion for Preliminary Approval so long as
20 the motion is consistent with the terms of the Parties’ final agreement and with the
21 agreement that Defendants’ counsel will be provided with sufficient time to review
22 the Motion for Preliminary Approval prior to its filing. Specifically, Plaintiffs’
23 counsel agrees to share with Defendants’ counsel a draft of the Motion for
24 Preliminary Approval and all supporting documents at least ten (10) court days prior
25 to filing each motion. If the Parties disagree on any aspect of the proposed Motion
26 for Preliminary Approval and/or the supporting declarations and documents, Class
27 Counsel and Defendants’ Counsel will expeditiously work together on behalf of the
28 Parties by meeting in person or by telephone, and in good faith, to resolve the

1 disagreement. If the Court does not grant Preliminary Approval or conditions
2 Preliminary Approval on any material change to this Agreement, Class Counsel and
3 Defendants' Counsel will expeditiously work together on behalf of the Parties by
4 meeting in person or by telephone, and in good faith, to modify the Agreement and
5 otherwise satisfy the Court's concerns.

6 6.2. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
7 deadlines to postmark Requests for Exclusion or objections to the Settlement
8 Agreement, and with the Court's permission, a final fairness hearing will be
9 conducted to determine the Final Approval of the Settlement Agreement along with
10 the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class
11 Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the
12 Labor and Workforce Development Agency Payment; (e) all Settlement
13 Administration Costs. Class Counsel will be responsible for drafting all documents
14 necessary to obtain Final Approval ("Motion for Final Approval"). Class Counsel
15 will also be responsible for drafting the attorneys' fees and costs application to be
16 heard at the Final Approval hearing. Plaintiffs' counsel agrees to share with
17 Defendants' counsel a draft of the Motion for Final Approval and all supporting
18 documents at least ten (10) court days prior to filing each motion.

19 6.3. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the
20 Court or after the final fairness hearing, the Parties will present the Judgment to the
21 Court for its approval. After entry of the Judgment, the Court will have continuing
22 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
23 of the terms of the Settlement, (b) Settlement administration matters, and (c) such
24 post-Judgment matters as may be appropriate under court rules or as set forth in this
25 Settlement Agreement. A copy of the Judgment will be posted to the Settlement
26 Administrator's website.

1 **7. ADDITIONAL PROVISIONS**

2 7.1. Release by Plaintiffs. In exchange for the Class Representative Service Payment, and
3 excluding the claims already raised in the CRD charges filed by plaintiffs Moreno,
4 Galindo, Cochran, Pomatto, Fernandez, Evans and Shumpert (as well as any claims
5 that can be derived from the allegations detailed in those charges) prior to the
6 execution of this Agreement, Plaintiffs and their respective former and present
7 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns generally, release and discharge Released Parties from any and all charges,
9 complaints, claims, liabilities, obligations, promises, agreements, controversies,
10 damages, actions, causes of action, suits, rights, demands, costs, losses, debts,
11 penalties and expenses of any nature whatsoever, known or unknown, suspected or
12 unsuspected, whether in tort, contract, equity, or otherwise, for violation of any
13 federal, state or local statute, rule, ordinance or regulation, including but not limited
14 to all claims arising out of, based upon, or relating to her employment with
15 Defendants or the remuneration for, or termination of, such employment (“Plaintiffs’
16 Release”). Plaintiffs’ Release does not extend to any claims or actions to enforce this
17 Agreement, or to any claims for vested benefits, unemployment benefits, disability
18 benefits, social security benefits, or workers’ compensation benefits that arose at any
19 time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from,
20 or in addition to, the facts or law that Plaintiffs now know or believe to be true but
21 agrees, nonetheless, that Plaintiffs’ Release will be and remain effective in all
22 respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of
23 them.

24 7.2. For purposes of Plaintiffs’ Release, and subject to the carveout described in
25 paragraph 7.1 Plaintiffs expressly waive any and all rights and benefits conferred
26 upon them by the provisions of Section 1542 of the California Civil Code or similar
27 provisions of applicable law which are as follows:

28 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR

1 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
2 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY
3 HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT
4 WITH THE DEBTOR OR RELEASED PARTY.

5 7.3. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include
6 the terms set forth in any attached Exhibits, which are incorporated by this reference
7 as though fully set forth herein. Any Exhibits to this Settlement Agreement are an
8 integral part of the Settlement.

9 7.4. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
10 the entirety of the Parties' settlement terms. No other prior or contemporaneous
11 written or oral agreements may be deemed binding on the Parties. The Parties
12 expressly recognize California Civil Code Section 1625 and California Code of Civil
13 Procedure Section 1856(a), which provide that a written agreement is to be construed
14 according to its terms and may not be varied or contradicted by extrinsic evidence,
15 and the Parties agree that no such extrinsic oral or written representations or terms
16 will modify, vary or contradict the terms of this Settlement Agreement.

17 7.5. Amendment or Modification. No amendment, change, or modification to this
18 Settlement Agreement will be valid unless in writing and signed, either by the Parties
19 or their counsel, and approved by the Court.

20 7.6. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
21 and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Settlement Agreement and to take all appropriate action required or
23 permitted to be taken by such Parties pursuant to this Settlement Agreement to
24 effectuate its terms and to execute any other documents required to effectuate the
25 terms of this Settlement Agreement. The Parties and their counsel will cooperate
26 with each other and use their best efforts to effect the implementation of the
27 Settlement. If the Parties are unable to reach agreement on the form or content of any
28 document needed to implement the Settlement, or on any supplemental provisions

that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

7.7. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

7.8. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

7.9. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

7.10. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

7.11. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

7.12. Waiver of Certain Appeals. The Parties 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; except, however, that Plaintiffs or Class Counsel may appeal any

1 reduction to the Attorneys' Fees and Costs below the amount they request from the
2 Court, and either party may appeal any court order that materially alters the
3 Settlement Agreement's terms. The waiver of appeal does not include any waiver of
4 the right to oppose such motions, writs or appeals. If an objector appeals the
5 Judgment, the Parties' obligations to perform under this Agreement will be
6 suspended until such time as the appeal is finally resolved and the Judgment
7 becomes final, except as to matters that do not affect the amount of the Net
8 Settlement Amount.

9 7.13. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
10 reviewing Court vacates, reverses, or modifies the Judgment in a manner that
11 requires a material modification of this Agreement (including, but not limited to, the
12 scope of release to be granted by Class Members), this Agreement will be null and
13 void. The Parties will nevertheless expeditiously work together in good faith to
14 address the appellate court's concerns and to obtain Final Approval and entry of
15 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
16 reasonably incurred after remittitur. An appellate decision to vacate, reverse, or
17 modify the Court's award of the Class Representative Service Payment or any
18 payments to Class Counsel will not constitute a material modification of the
19 Judgment within the meaning of this paragraph, as long as the Gross Settlement
20 Amount remains unchanged.

21 7.14. Class Action Certification for Settlement Purposes Only. The Parties agree to
22 stipulate to class action certification for purposes of the Settlement only. If, for any
23 reason, the Settlement is not approved, the stipulation to certification will be void.
24 The Parties further agree that certification for purposes of the Settlement is not an
25 admission that class action certification is proper under the standards applied to
26 contested certification motions and that this Settlement Agreement will not be
27 admissible in this or any other proceeding as evidence that either (a) a class action
28

1 should be certified or (b) Defendants are liable to Plaintiffs or any Class Member,
2 other than according to the Settlement's terms.

3 7.15. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
4 dispute that has arisen between them and to avoid the burden, expense and risk of
5 continued litigation. In entering into this Settlement, Defendants do not admit, and
6 specifically denies, that it violated any federal, state, or local law; violated any
7 regulations or guidelines promulgated pursuant to any statute or any other applicable
8 laws, regulations or legal requirements; breached any contract; violated or breached
9 any duty; engaged in any misrepresentation or deception; or engaged in any other
10 unlawful conduct with respect to its employees. Neither this Settlement Agreement,
11 nor any of its terms or provisions, nor any of the negotiations connected with it, will
12 be construed as an admission or concession by Defendants of any such violations or
13 failures to comply with any applicable law. Except as necessary in a proceeding to
14 enforce the terms of this Settlement, this Settlement Agreement and its terms and
15 provisions will not be offered or received as evidence in any action or proceeding to
16 establish any liability or admission on the part of Defendants or to establish the
17 existence of any condition constituting a violation of, or a non-compliance with,
18 federal, state, local or other applicable law.

19 7.16. No Public Comment: Except as set forth in this paragraph or with the consent of all
20 Parties, the Parties and their counsel agree that they will not, unless required by law,
21 communicate or publicize the existence of or set forth the terms of the Settlement in
22 a public manner, including without limitation by communicating or publicizing the
23 existence of or the terms of the Settlement to members of the press, or to publish
24 such information on any website or social media forum (including through
25 organizations that publicize verdicts and settlements and on websites operated by or
26 for counsel). Nothing herein shall be interpreted as preventing any good-faith
27 communications by any counsel for the Parties and/or any Parties with the courts,
28 Class Members, or the Settlement Administrator for the purpose of facilitating the

1 settlement of the Actions or discharging Class Counsel's fiduciary obligations to the
2 Class. Nothing shall prevent Defendants from communicating with its employees,
3 ownership, and lender concerning the Settlement.

4 7.17. Confidentiality. The Parties and their counsel agree that they will not issue any press
5 releases, initiate any contact with the press, respond to any press inquiry or have any
6 communications with the press about the facts, amount or terms of the settlement.
7 Plaintiffs agree that at no time in the future will they in any way disparage
8 Defendants or any of the Releasees, verbally or in a writing, including in any
9 electronic media, or make any statements to third parties that are clearly derogatory
10 or detrimental to Defendants' and the Releasees' good names and reputations.

11 7.18. Use and Return of Class Data. Information provided to Class Counsel pursuant to
12 Cal. Evid. Code §1152, and all copies and summaries of the class data provided to
13 Class Counsel by Defendants in connection with the mediation, other settlement
14 negotiations, or in connection with the Settlement, may be used only with respect to
15 this Settlement, and no other purpose, and may not be used in any way that violates
16 any existing contractual agreement, statute, or rule of court. Not later than ninety
17 (90) days after the date when the Court discharges the Administrator's obligation to
18 provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff
19 will destroy, all paper and electronic versions of class data received from Defendants
20 unless, prior to the Court's discharge of the Administrator's obligation, Defendants
21 make a written request to Class Counsel for the return, rather than the destructions,
22 of class data.

23 7.19. Enforcement Actions. In the event that one or more of the Parties institutes any legal
24 action or other proceeding against any other Party or Parties to enforce the provisions
25 of this Settlement or to declare rights and/or obligations under this Settlement, the
26 successful Party or Parties will be entitled to recover from the unsuccessful Party or
27 Parties reasonable attorneys' fees and costs, including expert witness fees incurred in
28 connection with any enforcement actions.

- 1 7.20. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
2 and conditions of this Settlement Agreement. Accordingly, this Settlement
3 Agreement will not be construed more strictly against one party than another merely
4 by virtue of the fact that it may have been prepared by counsel for one of the Parties,
5 it being recognized that, because of the arms'-length negotiations between the
6 Parties, all Parties have contributed to the preparation of this Settlement Agreement.
- 7 7.21. Representation By Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this
9 Settlement Agreement, and that this Settlement Agreement has been executed with
10 the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and
11 represent that there are no liens on the Settlement Agreement.
- 12 7.22. All Terms Subject to Court Approval. All amounts and procedures described in this
13 Settlement Agreement herein will be subject to Court approval.
- 14 7.23. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
15 good faith and execute all documents to the extent reasonably necessary to effectuate
16 the terms of this Settlement Agreement.
- 17 7.24. Binding Agreement. The Parties warrant that they understand and have full authority
18 to enter into this Settlement Agreement, and further intend that this Settlement
19 Agreement will be fully enforceable and binding on all parties, and agree that it will
20 be admissible and subject to disclosure in any proceeding to enforce its terms,
21 notwithstanding any mediation confidentiality provisions that otherwise might apply
22 under federal or state law.
- 23 7.25. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
24 litigation will be stayed, except to effectuate the terms of this Agreement. The
25 Parties further agree that upon the signing of this Agreement that pursuant to CCP
26 section 583.330 to extend the date to bring a case to trial under CCP section 583.310
27 for the entire period of this settlement process.
28

1
2
3 **READ CAREFULLY BEFORE SIGNING**

4 **PLAINTIFF**

5 Dated 03/10/26, 2026

6 By: 
Mara S. Moreno (Mar 10, 2026 10:38:15 PDT)

Mara S. Moreno

7 Dated: 03/10/2026, 2026

8 By: 
Daisy Galindo (Mar 10, 2026 12:52:11 PDT)

Daisy Galindo

9 Dated 03/09/2026, 2026

10 By: 
Liam S. Cochran (Mar 9, 2026 21:57:18 PDT)

Liam S. Cochran

11 Dated: 03/10/26, 2026

12 By: 
Jonathan Balcacer (Mar 10, 2026 11:31:55 PDT)

Jonathan Balcacer

13 Dated _____, 2026

14 By: _____
Krystal Pomatto

15 Dated: 03/10/2026, 2026

16 By: 
Alexandra Vitor (Mar 10, 2026 07:53:47 PDT)

Alexandra Vitor

17 Dated 03/10/26, 2026

18 By: 
Miguel G. Fernandez (Mar 10, 2026 02:06:42 PDT)

Miguel G. Fernandez

19 Dated: _____, 2026

20 By: _____
Rodrigo Mendez

21 Dated 03/10/26, 2026

22 By: 
LeAnna Hamilton (Mar 10, 2026 13:03:02 PDT)

Leanna Hamilton

23 Dated 03/10/26, 2026

24 By: 
Corey Evans (Mar 10, 2026 10:09:57 PDT)

Corey Evans

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated _____, 2026

By: _____
Mara S. Moreno

Dated: _____, 2026

By: _____
Daisy Galindo

Dated _____, 2026

By: _____
Liam S. Cochran

Dated: _____, 2026

By: _____
Jonathan Balcacer

Dated 3/10/26, 2026

By:  _____
[Krystal Pomatto \(Mar 10, 2026 12:09:45 PDT\)](#)
Krystal Pomatto

Dated: _____, 2026

By: _____
Alexandra Vitor

Dated _____, 2026

By: _____
Miguel G. Fernandez

Dated: _____, 2026

By: _____
Rodrigo Mendez

Dated _____, 2026

By: _____
Leanna Hamilton

Dated _____, 2026

By: _____
Corey Evans

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated _____, 2026

By: _____
Mara S. Moreno

Dated: _____, 2026

By: _____
Daisy Galindo

Dated _____, 2026

By: _____
Liam S. Cochran

Dated: _____, 2026

By: _____
Jonathan Balcacer

Dated _____, 2026

By: _____
Krystal Pomatto

Dated: _____, 2026

By: _____
Alexandra Vitor

Dated _____, 2026

By: _____
Miguel G. Fernandez

Dated: 03/10 _____, 2026

By:  _____
Rodrigo Mendez (Mar 10, 2026 13:29:51 PDT)
Rodrigo Mendez

Dated _____, 2026

By: _____
Leanna Hamilton

Dated _____, 2026

By: _____
Corey Evans

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Dated March 9, 2026

By: 
Maya Shumpert

Dated 3/10/26, 2026

By: 
Jenelo Go

DEFENDANTS

Dated: _____, 2026

Joey Restaurant (Los Angeles) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Dated: _____, 2026

Joey Restaurant (Manhattan Beach) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Dated: _____, 2026

Joey Restaurant (Woodland Hills) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

Dated: _____, 2026

Joey Restaurant (Newport Beach) Inc.

By: _____
Beth Bolyard, Duly Authorized Representative

1 Dated _____, 2026

By: _____
Maya Shumpert

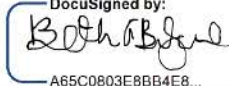
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3 Dated _____, 2026

By: _____
Jenelo Go

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5 **DEFENDANTS**

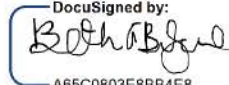
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Joey Restaurant (Los Angeles) Inc.

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9 By: 
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Beth Bolyard, Duly Authorized Representative

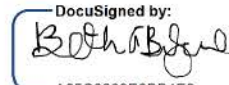
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11 Dated: 3/10/2026
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Joey Restaurant (Manhattan Beach) Inc.

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14 By: 
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Beth Bolyard, Duly Authorized Representative

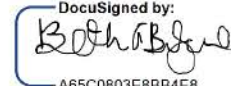
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Joey Restaurant (Woodland Hills) Inc.

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A65C0803E8BB4E8...
Beth Bolyard, Duly Authorized Representative

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21 Dated: 3/10/2026
22 _____, 2026

Joey Restaurant (Newport Beach) Inc.

23
24 By: 
A65C0803E8BB4E8...
Beth Bolyard, Duly Authorized Representative

1 Dated: 3/10/2026, 2026

Joey Restaurant Group

DocuSigned by:



By:

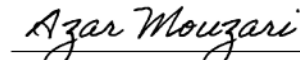
A65C0803E8BB4E8...

Beth Bolyard, Duly Authorized Representative

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6 APPROVED AS TO FORM

7
8 Dated: March 9, 2026

Beverly Hills Trial Attorneys, P.C.


Attorneys for Plaintiffs

10
11
12 Dated: March 10, 2026

Davis Wright Tremaine, LLP


Attorneys for Defendants

EXHIBIT A

Moreno, et al. v. Restaurant (Los Angeles) Inc., et al., No. 24STCV10858
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF LOS ANGELES
NOTICE OF CLASS ACTION SETTLEMENT

***The Superior Court for the State of California 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 JOEY Restaurant (Los Angeles) Inc., JOEY Restaurant (Manhattan Beach) Inc., JOEY Restaurant (Woodland Hills) Inc., JOEY Restaurant (Newport Beach) Inc., and JOEY Restaurant Group (“Defendants” or “JOEY”) for alleged wage and hour violations. The Action was filed by current and former JOEY employees Mara S. Moreno, Daisy Galindo, Liam S. Cochran, Jonathan Balcacer, Krystal Pomatto, Alexandra Vitor, Miguel G. Fernandez, Rodrigo Mendez, Leanna Hamilton, Corey Evans, Maya Shumpert and Jenelo Go (“Plaintiffs”) and seeks payment for a class of hourly employees who worked for JOEY during the relevant time period if you are part of one of the groups described immediately below:

All current and former non-exempt employees who were employed by JOEY in California at any time from March 29, 2022, through June 2, 2025 (“Class Members”).

All current and former non-exempt employees who were employed by JOEY in California at any time from February 15, 2023, through June 2, 2025 (“PAGA Members”).

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

Based on JOEY’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on JOEY’s records showing that **you worked [REDACTED] workweeks** during the period of March 29, 2022, through June 2, 2025, (“Class Period”) and **[REDACTED] workweeks** during the period of February 15, 2023, through June 2, 2025 (“PAGA Period”). If you believe that you worked more workweeks during these periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has 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 a judgment that requires JOEY to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against JOEY.

If you worked for JOEY 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 or PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against JOEY.
- (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, you will not receive an Individual Class Payment, and you shall not be bound by the class release provisions in the settlement. However, you may still be bound by the Private Attorneys' General Act ("PAGA") release provisions of the settlement.

JOEY 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 JOEY that are covered by this Settlement ("Released Class 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. You will nonetheless remain bound by the PAGA Release if you are a PAGA Member.
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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED] at Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. 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 using the Court's virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment and Individual PAGA Payment depends on how many workweeks you worked at least one day during the Class and PAGA Period. The number of Class Period and PAGA Period Workweeks you worked according to JOEY's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former JOEY employees. The Action accuses JOEY of violating California labor laws as follows: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to reimburse business expenses, (6) failure to properly pay gratuities, (7) failure to timely pay wages during employment, (8) failure to pay wages upon termination, (9) failure to provide accurate itemized wage statements; (10) failure to provide one day's rest in seven-day workweek; (11) failure to maintain required records; (12) failure to pay reporting time pay; and (13) civil penalties under the private attorneys general act (labor code §§ 2698 et seq.). Plaintiffs are represented by attorneys in the Action: Beverly Hills Trial Attorneys, P.C. ("Class Counsel.") JOEY 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 JOEY or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and JOEY hired an experienced, neutral 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 a judgment ending the Action and enforcing the Agreement, Plaintiffs and JOEY have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, JOEY 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) JOEY 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. JOEY Will Pay \$500,000.00 as the Gross Settlement Amount (“Gross Settlement”). JOEY has 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 and PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, and the Administrator’s expenses. Assuming the Court grants Final Approval, JOEY will fund the Gross Settlement not more than fourteen (14) calendar days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$166,667 [One third (1/3) of the Gross Settlement] to Class Counsel for attorneys’ fees and up to \$22,500 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$18,504.40 to the Administrator for services administering the Settlement.
 - D. Up to \$70,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Workweeks (the “PAGA Fund”).

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 and PAGA

Payments to Participating Class Members based on their Class and PAGA Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and JOEY are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to [e.g., interest, etc.] (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. JOEY will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and JOEY have 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 deposited with the California Controller’s Unclaimed Property Fund in your name

If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

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, not later than [REDACTED], 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 [REDACTED] 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 JOEY.
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. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and JOEY have agreed that, in either case, the Settlement will be void: JOEY will not pay any money and Class Members will not release any claims against JOEY.

8. Administrator. The Court has appointed a neutral company, (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.
9. Participating Class Members’ Release. After the Judgment is final and JOEY has fully funded the Gross Settlement, 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 JOEY 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:

“Released Class Claims” means any and all claims that were alleged in the First Amended Complaint or could have been alleged by reason of or in connection with any matter or fact set forth or referred to in the First Amended Complaint during the Class Period, including: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid minimum and regular wages; (d) all claims for the failure to reimburse necessary business expenses; (e) all claims for the failure to timely pay wages upon termination; (f) all claims for the failure to timely pay wages during employment; (g) all claims for wage statement violations; (h) failure to maintain accurate payroll records; (i) all claims for unpaid gratuity; (j) all claims for failure to provide one day’s rest in seven-day workweek; (k) all claims for failure to pay reporting time pay; and (l) all claims asserted through California Business & Professions Code §§ 17200, *et seq.*

“Released PAGA Claims” means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the same facts alleged in Plaintiffs’ LWDA letters during the PAGA Period, including but not limited to: (a) all claims for unpaid overtime; (b) all claims for meal and rest break violations; (c) all claims for unpaid minimum and regular wages; (d) all claims for the failure to reimburse necessary business expenses; (e) all claims for the failure to timely pay wages upon termination; (f) all claims for the failure to timely pay wages during employment; (g) all claims for wage statement violations; (h) failure to maintain accurate payroll records; (i) all claims for unpaid gratuity; (j) all claims for failure to provide one day’s rest in seven-day workweek; and (k) all claims for failure to pay reporting time pay. This includes, but is not limited to, claims for alleged violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 351, 353, 510, 512, 551, 552,

1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802 and 2699(f)(2).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class and PAGA Payments. The Net Settlement will be divided by the aggregate total number of workweeks during the Class Period, resulting in the “Workweek Value.” Each Class Member’s Individual Class and will be calculated by multiplying each individual Class Member’s total number of Workweeks by the Workweek Value. The PAGA Fund will be divided by the aggregate total number of Workweeks during the PAGA Period, resulting in the “PAGA Workweek Value.” Each PAGA Member’s Individual PAGA Payment will be calculated by multiplying each individual PAGA Member’s total number of Workweeks by the PAGA Workweek Value.
2. Workweek Challenges. The number of workweeks you worked during the Class Period, as recorded in JOEY’s records, are stated in the first page of this Notice. You have until [REDACTED] 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.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept JOEY’s calculation of workweeks based on JOEY’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 (who will advocate on behalf of Participating Class Members) and JOEY’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.

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 as *Mara S. Moreno, et al. v. Joey Restaurant (Los Angeles) Inc., et al.*, 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 [redacted], or it will be [redacted] invalid.**

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and JOEY are asking the Court to approve. At least [redacted] days before the [redacted] Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) 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 Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [redacted] [URL] or the Court's website [redacted] [URL].

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, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [redacted] [date].** 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 *Mara S. Moreno, et al. v. Joey Restaurant (Los Angeles) Inc., et al.*, and include your name, current address, telephone number and approximate dates of employment for JOEY and sign the objection.

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.

8. HOW CAN I GET MORE INFORMATION?

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Azar Mouzari, Esq.

Email Address: azar@bhtrialattorneys.com

Name of Firm: Beverly Hills Trial Attorneys, P.C.

Mailing Address: 9350 Wilshire Blvd., Suite 203, Beverly Hills, CA 90212
Telephone: (310) 858-5567

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions
Email Address: info@phoenixclassaction.com
Mailing Address: 1411 N. Batavia St., Suite 105, Orange, CA 92867
Telephone: (800) 523-5773
Fax Number: (949) 209-2503