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County of Santa Cruz
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Clerk of the Court by Deputy,
Karen Broughton

Attorneys for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CRUZ

EDGAR FLORES, individually and on behalf of other members of the general public similarly situated, Plaintiff, vs. DIANA BENYAMIN, INC. dba MOUNTAIN MIKE'S PIZZA-SANTA CRUZ & MOUNTAIN MIKE'S PIZZA-WATSONVILLE, a California corporation, MANNA 4 U, INC., a California corporation, DIANA BENYAMIN, an individual, ABSHALIM BENYAMIN, an individual, ILMAR BENYAMIN, an individual, WALTER ESALOO, an individual, ESTER ESALOO, an individual, and DOES 1 through 50, inclusive, Defendants.	Case No. 24CV00945 **DECLARATION OF GEORGE R. NEMIROFF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** Date: January 15, 2026 Time: 8:30 a.m. Dept.: 10 Hon. Timothy Schmal

I, GEORGE R. NEMIROFF, do hereby declare and state:

1. I am an attorney at law duly licensed to practice in all the courts of the state of California and am admitted to practice before all state and federal courts in California. I am an associate attorney at Wynne Law Firm, attorneys of record for Plaintiff Edgar Flores ("Plaintiff") herein.

ADEQUACY OF COUNSEL

2. I graduated with honors from the University of Michigan in 2003. I graduated from University of San Francisco School of Law in 2008. I am admitted to practice before the following courts: United States Court of Appeals, Ninth Circuit, United States District Court for all Districts of California, and all of California's state courts.

3. My practice has been devoted to complex class action litigation and representing individual plaintiffs for the past 15 years. Much of this litigation has involved class action prosecution of the wage and hour laws in both state and federal courts.

4. I have litigated or am in the process of litigating over 40 wage and hour class and collective actions in both state and federal court on issues of overtime compensation (*Nelson v. Res-Care, Inc.*, *et al.*, Contra Costa Sup. Ct., Case No. MSC 09-03073; *Dignan v. Landmark Medical of California P.C.*, Riverside County Sup. Ct. Case No. RIC2002270), meal and rest periods (*Russi v. San Francisco Baseball Associates, L.P.*, San Francisco Sup. Ct., Case No. CGC-10-506658; *Vaughan v. Noble House NVWT, LLC*, Napa Sup. Ct. Case No. 19CV001475), unreimbursed business expenses (*McLeod v. Bank of America, N.A.*, N.D. Cal. Case No. 16-cv-03294-EMC), and minimum wage violations (*Munoz v. dick clark productions, LLC*, Los Angeles Superior Court Case No. 20STCV21638). I have litigated or am litigating class actions under the executive exemption (*Branco et al. v. Orchard Supply Company, LLC*, N.D. Cal. Case No. 18-cv-00531-EJD), administrative exemption (*Li v. Sage Intaact, LLC*, Santa Clara Sup. Ct. Case No. 18CV334378) and the outside sales exemption (*Lopez v. Bank of America, N.A.*, N.D. Cal. Case No. 17-cv-02346).

5. I have been invited to speak before the Marin County Bar Association on issues related to arbitration agreements in the employment context where I was the sole presenter to a

group of experienced attorneys.

6. I regularly participate in the Marin County Library's "Lawyers in the Library" sessions where I assist members of the public with various legal matters *pro bono*.

PROCEDURAL AND FACTUAL STATEMENTS

7. On March 25, 2024, Plaintiff sent Defendants Diana Benyamin, Inc. and Diana Benyamin a Private Attorney General Act (PAGA) notice via certified mail, and that same day submitted the notice through the Labor Workforce Development Agency's portal.

8. On April 4, 2024, Plaintiff filed his Complaint in this Court alleging a class action on behalf of all nonexempt employees who worked at two Mountain Mike's Pizza locations in Santa Cruz and Watsonville, California. Plaintiff served Defendants with the Complaint on April 21, 2024.

9. On May 23, 2024, Defendants served Plaintiff with their Answer. The Answer contained just three affirmative defenses: 1) failure to state a claim; 2) that the putative class lacked numerosity to maintain a class action; and 3) Defendants had a reasonable, good faith belief they were complying with the wage and hour laws of the State of California.

10. The Court is familiar with the unique and tortured history that unfolded during the discovery process. To summarize, the Parties had a dispute regarding Plaintiff's electronic service of written discovery on now-former Defense counsel Frank E. Mayo. Mr. Mayo denied receiving the discovery, failed to respond to the discovery, failed to acknowledge that he waived his client's objections, and ultimately failed to oppose Plaintiff's motion to compel. The Court sanctioned Mr. Mayo and ordered him to produce the documents and information without objections. Mr. Mayo indicated his willingness to comply with the Court's order by paying the sanction and producing multiple sets of discovery responses. The responses were extremely deficient and, in many instances, illegible. Plaintiff's counsel attempted to meet and confer multiple times but did not receive a response, forcing them to file another motion to compel.

11. Mere days before the motion hearing on February 1, 2025, Plaintiff's counsel received a call from Mr. Mayo's brother, Mr. Terry Mayo. He explained that his brother had suffered a stroke and had been hospitalized since mid-December 2024. Being a licensed attorney

himself, Terry was helping Frank by reaching out to opposing counsel in his pending cases. Under the circumstances, Plaintiff's counsel agreed to extend various case deadlines and permit Defendants an opportunity to obtain new counsel. When the motion came on for hearing, Plaintiff's counsel explained to the Court the unfortunate circumstances and the agreements reached between the parties. The Court agreed with the Parties' course of action and continued the motion to a later date, affording Defendants time to obtain new counsel and comply with the prior discovery order. The Court, throughout this process, was very complimentary of Plaintiff's counsel, using superlatives such as "patient," "classy," and "reasonable." In all, Plaintiff's counsel engendered goodwill with the trial court judge in navigating a difficult situation.

12. On March 18, 2025, Defendants substituted Jeffrey Neer as Defense counsel. Mr. Neer worked with Plaintiff's counsel to serve legible, verified discovery responses without objections and any responsive documents in Defendant's possession. Mr. Mayo's waiver of objections allowed Plaintiff to obtain documents for precertification as well as merits discovery, e.g., time records for the entire class. Upon complying with the discovery order, Mr. Neer proposed the parties go into a "settlement posture" and explore mediation.

13. On July 14, 2025, the Parties participated in an arm's-length mediation with well-regarded mediator Phyllis Cheng. With Ms. Cheng's assistance, the Parties were able to reach a settlement in principle, which, through further negotiation, was memorialized in the fully-executed agreement titled "Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release (the "Joint Stipulation" or the "Settlement").

14. On September 23, 2025, Plaintiff filed a First Amended Complaint ("FAC") pursuant to the Parties' Settlement. Plaintiff would have filed the same FAC and had repeatedly requested Mr. Mayo sign the stipulation he previously agreed to, but failed to do so, likely due to Mr. Mayo's incapacity. The FAC named all parties to the litigation, including another corporate entity, Manna 4 U, Inc., which Ms. Benyamin had an interest in and co-managed with other co-defendants. The FAC contained allegations alleging that Manna 4 U and various other individuals jointly employed Plaintiff while he worked from the Mountain Mike's Santa Cruz location. Plaintiff also added claims under Labor Code §§ 201-203 and PAGA.

SETTLEMENT TERMS

15. The details of the settlement are set forth in the Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release ("Joint Stipulation"), marked and attached hereto as **Exhibit 1**. Attached as exhibits to the Joint Stipulation are the Class Notice (Exhibit A) and Stipulated Judgment (Exhibit B).

16. In return for a release of all claims that were asserted in the action, Defendants shall create a non-reversionary $200,000 gross settlement fund referred to as the Gross Settlement Amount ("GSA"). Due to their financial difficulties, Plaintiff has agreed that Defendants will be able to fund the GSA in installments. Specifically, Defendants shall deposit $50,000 within 30 days of the Court granting Final Approval, and the balance over 20 months in equal monthly installments after the initial deposit into the Qualified Settlement Fund set up by the Settlement Administrator. While held in the Qualified Settlement Fund, the Maximum Settlement Amount shall earn interest, which shall inure to the benefit of Participating Class Members and Class Counsel until distributed by the Settlement Administrator.

17. Because the GSA is paid in installments, Plaintiff has obtained an executed Stipulated Judgment from Defendants in the event any payment is not paid within 7 days of the due date. If any payment is not made by any Defendant after the expiration of the 7-day grace period after written notice by Plaintiff to Defendants' attorney, Plaintiff may file the fully-executed stipulated judgment marked and attached as Exhibit B to the Joint Stipulation.

18. The Maximum Settlement Amount does not include Defendants' share of all state and federal payroll taxes and withholdings such as FICA, FUTA, UI, ETT, and SDI ("Payroll Taxes") on Individual Settlement Payments made pursuant to this Stipulation, which will be paid separately and apart from the Maximum Settlement Amount.

19. After certain deductions identified below to reach the Net Settlement Amount, all Participating Class Members will be paid on a *pro rata* basis based on the number of Qualifying Workweeks they worked for Defendants as nonexempt employees in California during the Class Period, which extends from April 4, 2020 through and including the date of Preliminary Approval. Each Participating Class Member who is also a member of the Waiting Time Penalty Subclass will

receive an allotment of six (6) additional Qualifying Workweeks. The total Qualifying Workweeks for all Participating Class Members, plus the additional Qualifying Workweeks allocated to the Participating Class Members who are also members of the Waiting Time Penalty Subclass, shall be divided into the Net Settlement Amount to calculate a Qualifying Workweek rate. Each Settlement Class Member will be paid the Qualifying Workweek rate for each of their Individual Qualifying Workweeks. Thus, the Individual Settlement Payments shall be calculated using the following formula: Individual Settlement Payments = Net Settlement Amount x (Participating Class Member's Qualifying Workweeks/Total Participating Class Members' Workweeks for All Participating Class Members).

20. The deductions from the GSA include attorneys' fees and costs, Class Representative Enhancement Awards, payment to the LWDA, and the cost of settlement administration.

21. **Class Definitions:** Subject to Court approval, the Parties have stipulated to certification for settlement purposes only a class defined as: all persons who are or have been employed in California at any time from April 4, 2020 through the date of the Court's granting of preliminary approval in this matter, by Diana Benjamin, Inc. at Mountain Mike's Pizza Santa Cruz and/or Manna 4 U, Inc., at Mountain Mike's Pizza Watsonville. In addition, there is a Waiting Time Penalties subclass defined as: All members of the Settlement Class who separated from employment with Defendants at any time from April 4, 2021 through the date of Preliminary Approval of the Settlement.

22. There are 73 Class Members covered by this action as of the date of mediation. Of those, 52 are former employees as of the date of the mediation.

23. **Class Representative and Class Counsel:** Subject to Court approval and for settlement purposes only, the Parties have stipulated that Plaintiff Edgar Flores be appointed class representative.

24. Also subject to Court approval, the parties have stipulated that Edward J. Wynne and George R. Nemiroff of Wynne Law Firm be appointed Class Counsel.

25. **Notice Procedure:** Subject to Court approval, the Parties have agreed on Phoenix

Class Action Settlement Administrators as the settlement administrator ("Phoenix" or the "Settlement Administrator").

26. Within 10 business days of the Court's preliminary approval of the proposed settlement, Defendants shall provide the Settlement Administrator with a list with the names, last known addresses, last known telephone numbers, social security numbers of all Class Members, the dates of employment of each Class Member during the Class Period, the last date of employment for each Class Member and all other information necessary for the Settlement Administrator to calculate the number of Qualifying Workweeks worked by each Class Member during the Class Period, which includes any weeks a Participating Class Member worked at least one day of the week and as not on vacation or a leave of absence, and to determine which Class Member is also a member of the Waiting Time Penalty Subclass (the "Class Data").

27. After updating the database provided by Defendants through the National Change of Address database, within 15 days of receiving the Class Data, the Settlement Administrator will mail the Class Notice to each Class Member. The Class Notice shall contain information about the settlement, each of the Class Members' settlement payments, and instructions on how to object or opt-out of the Settlement.

28. If any Notice Packet is returned as undeliverable for Plaintiff or a Class Member, the Settlement Administrator shall promptly attempt to locate such Plaintiff or Class Member through an electronic search using their Social Security number and/or former address and shall promptly mail an additional Notice Packet to such person.

29. In the event of any dispute over a Class Member's dates of employment, the Settling Parties will meet and confer in good faith in an effort to resolve the dispute, and if the Settling Parties are unable to reach an agreement, the Settlement Claims Administrator shall decide the dispute based on objective evidence which shall be shared with the Settling Parties prior to such decision for any clarification or comment, and thereafter its decision will be final.

30. The deadline for Class Members to opt-out of the settlement shall be 45 days from the date of mailing of the Class Notice. Class Members may exclude themselves from the proposed settlement by submitting a written statement expressing the Class Member's desire to be excluded

from the Settlement. No form is provided for opting-out.

31. **Net Settlement Fund:** The Net Settlement Amount ("NSA") is estimated to be approximately $102,150 after deductions for attorneys' fees and costs ($66,600 and costs not to exceed $10,000), the Class Representative Service Award to Plaintiff ($5,000), payment to the LWDA of the State's portion of the PAGA penalty ($9,750) and the cost of settlement administration not to exceed ($6,500). As set forth above, payments to individual Class Members shall be calculated and apportioned from the NSA on a pro rata basis based on the number of workweeks worked in a covered position during the settlement class period with Class Members in the Waiting Time Penalty sub-class getting credit for an additional six weeks.

32. Subject to approval by the Court, the settlement amounts distributed to participating Settlement Class members for their pro-rata portion of the Net Settlement Amount shall be allocated 20% to payment of wages and 80% to penalties and interest. All employer-side taxes shall be paid by Defendants separately and apart from the GSA.

33. **LWDA:** The Parties have agreed to allocate $15,000 for PAGA penalties. Pursuant to PAGA, sixty-five percent (65%) ($9,750) of the amount allocated toward PAGA will be paid to the LWDA (*i.e.*, the PAGA Payment), and thirty-five percent (25%) ($5,250) will remain a part of the NSA to distribute to PAGA Class Members.

34. **Class Representative Enhancement Award:** Under the settlement, from the GSA, Plaintiff's counsel will seek, and Defendants will not oppose, a request for a $5,000 enhancement payment to Plaintiff in exchange for his execution of a general release of all claims they have or may have against Defendants and in recognition of the services he performed for the Class.

35. **Class Counsels' Fees and Costs:** Pursuant to the Parties' agreement, the Court may award Class Counsel for the services they have rendered and will render to Plaintiff and the Class in relation to prosecuting the claims involved in this lawsuit. Class Counsel will seek a fee award not to exceed $66,600 or 33.33% of the GSA. Class Counsel will also seek reimbursement of costs in an amount not to exceed $10,000. Because this is a non-reversionary, common fund settlement, any portion of the requested fees and costs that are not approved by the Court would

be distributed to the Class Members.

36. **Settlement Administrator:** The proposed Settlement Administrator, Phoenix, has agreed to cap its fee at $6,500. Marked and attached hereto as **Exhibit 2** is the Phoenix bid for administration. Class Counsel solicited bids from three well-known settlement administrators and Phoenix's bid was the lowest of the third-party administrators. Class Counsel requested bids that included transmitting the notice in both English and Spanish since most of the class appears to be Spanish-speaking.

CLASS CERTIFICATION FOR PURPOSE OF SETTLEMENT

37. The proposed class includes over 73 individuals, making joinder of all members impractical and meeting the numerosity requirement. Here, Defendants' own records provide the ability to identify each and every Class Member.

38. **Adequacy:** Plaintiff has no interests that are antagonistic to those of the other Class Members because he is no longer bringing any individual non-class claims. Also, Plaintiff has retained counsel who are experienced in employment class actions in the wage and hour actions.

39. **Predominance:** Plaintiff submits that Defendants have a class-wide policy of not paying overtime when an employee, like Plaintiff, worked over 8 hours in a day or over 40 hours in a week, which was uniform, warranting a finding of predominance. This is confirmed by Plaintiff's time records and wage statements. Because the facts are not in dispute, the purely legal determination of whether Defendants must overtime in such instances satisfies predominance.

THE STANDARDS FOR PRELIMINARY APPROVAL ARE SATISFIED

40. Plaintiff contends that he has a strong case at certification and on the merits with respect to the overtime, meal and rest period and reimbursement claims. In particular, Plaintiff contends that he and the Class Members were not paid overtime when they worked over 8 hours in day or over 40 hours in a week, as confirmed by Plaintiff's time records and wage statements. In negotiating the Settlement, Plaintiff's focus was to analyze Defendants' payroll records, calculate the amount of unpaid wages, and recover all the sum-certain wages owed to the Class.

41. Plaintiff contends he has robust meal and rest period claims, but these claims may

not be amenable to class treatment. Defendant could have valid defenses at class certification and on the merits. As Defendants are pizza restaurants, many of the shifts worked by class members were six hours or less and Class Members were either not entitled to a meal period or could elect to waive a meal period. Likewise, Class Members may at times be able to take a 10-minute rest period. Defendants could argue that this variation among Class Members would require individualized inquiries as to each Class Member's ability to take a meal period or rest period. As such, Defendants could mount a defense at class certification as to the element of predominance—that individualized issues predominate over class-wide issues, regarding the meal and rest period claims.

42. With respect to the reimbursement claim, Plaintiff contends he can show Defendants required Class Members to use their personal cell phones without reimbursement. Defendants, however, may have a strong argument on the merits. In particular, Defendants could be able to prove that while it had no policy for reimbursement for use of one's mobile device, it was not aware Class Members were even using their personal devices. In particular, Defendants could argue that the software platform used for ordering and delivery provides a customer's address and contact information, making one's use of their personal mobile device unreasonable and/or unnecessary. As such, Defendants may have had strong arguments at class certification and on the merits with respect to the reimbursement claims. Thus, in light of the strengths and weaknesses of Plaintiff's claims, settlement at this juncture was appropriate.

43. Lastly, Plaintiff contends that he was jointly employed by Defendants. Defendants, however, could make strong arguments that he was not jointly employed. In particular, Defendants could argue that the corporate defendants are separate entities, maintain their own workforces, formulate and enforce their own employment policies, and the individual defendants are not managing agents as defined by Labor Code § 558.1.

44. In addition to the risks at certification, on the merits, and on Plaintiff's joint employer theory, there is also the risk that one or more of the Defendants could go into bankruptcy. This is a real and substantial risk, which is why Plaintiff agreed to a settlement in installments. If Defendants were to declare bankruptcy, the result, in short, would be to effectively

wipe out the Class's ability to recover anything. Moreover, the Class would still be required to establish class certification and liability – but in the bankruptcy court. And even if they were to prevail at every stage, there would likely be no source, or at a minimum a very limited source, from which to collect any judgment. Indeed, before entering into the Settlement, Plaintiff's counsel investigated Defendants' ability to satisfy a judgment for the full extent of Defendants' exposure. This investigation entailed requesting and reviewing documents, reflecting Defendants' financial condition. Out of respect for Defendants' financial privacy, Plaintiff's counsel concluded that settlement at this juncture was in the best interests of the Class.

45. All of the risks outlined above come before any appeals. This counsel's experience in *Duran v. U.S. Bank N.A.*, 59 Cal.4th 1 (2014) perhaps best exemplifies the risk, expense, complexity and duration of further litigation especially on appeal. Counsel herein was successful in obtaining certification for that case and subsequently prevailed at trial after eight years of litigation only to have the entire judgment and certification ultimately reversed by the California Supreme Court after an additional five years of litigation. The case was remanded back to the Superior Court where class certification was denied, and Plaintiff's subsequent appeal was denied. Even prevailing at the trial court is no guarantee of recovery given the likelihood of the result being appealed. In essence, the risk in continued litigation is extremely high. Thus, it is Counsels' informed opinion that the benefits of this settlement outweigh the risk and that settlement at this juncture is in the best interests of the Class.

46. Before mediation, Defense counsel produced data applicable to the entire class in terms of a head count, current versus former employees, workweeks, and the number of employees within the PAGA period. Defendants also provided detailed payroll and timesheet information for the entire class due to Mr. Mayo's waiving of Defendants' discovery objections. Based on that subset, in conjunction with the generalized class data, Counsel were able to analyze each named class member's potential claim and determine Defendants' total exposure. Using this framework, Plaintiff's counsel calculated Defendants' overall potential exposure to be:

	Total Owed	Interest	Total with Interest
OT	$ 120,670.53	$ 12,067.05	$ 132,737.58
Meal	$ 144,672.25	$ 14,467.23	$ 159,139.48
Rest	$ 325,607.75	$ 32,560.78	$ 358,168.53
226	$ 162,435.71	$ -	$ 162,435.71
WTP	$ 176,760.00	$ -	$ 176,760.00
PAGA	$ 63,728.57	$ -	$ 63,728.57
	$ 993,874.82	**$ 59,095.05**	**$ 1,052,969.87**

47. The gross settlement amount is $200,000, with net amount paid out to the Class being approximately $102,150 after deductions for attorneys' fees, litigation expenses, the class representative enhancement award, settlement administration costs and payment to the LWDA. Class Members, on a gross basis, stand to receive, on average, $2,740 in settlement.[1] After subtracting these deductions, Class Members, on a net basis, stand to receive, on average, $1,400 in settlement.[2] These amounts will increase slightly due to earned interest over the course of the installment plan.

48. Plaintiff has estimated the Defendants' potential exposure on the unpaid wages at approximately $994,000 and, with interest, that amount is approximately $1,052,000. Therefore, Plaintiff submits that the gross recovery of $200,000 is approximately 19% of Defendants' total potential exposure and recovers all the unpaid overtime wages and a substantial portion of the unpaid meal period premiums. As set forth in more detail below, Plaintiff submits that evaluating this settlement against the total potential recovery of unpaid wages and interest is the most realistic under the circumstances.

49. In Counsels' experience, claims for penalties, both waiting time penalties and PAGA penalties (when plead in conjunction with class claims) are given less consideration and value, in settlement, than the wage claims.

50. Plaintiff conducted extensive formal and informal discovery that was unusual for

[1] $200,000 / 73 = $2,739.73.

[2] $102,150 / 73 = $1,399.32.

the stage of the proceedings. At the outset of the case, Plaintiff propounded extensive written discovery in the form of interrogatories and document requests on Defendants, which arguably contained requests seeking documents and information regarding the merits of the case (as opposed to discovery requests related to class certification). Defendant's late counsel, Mr. Mayo, failed to timely respond, thereby waiving Defendant's objections, which the Court recognized when it issued an order compelling Defendants to produce documents and information without objection. Mr. Mayo attempted a production but clearly was experiencing health issues and did not meet Defendant's discovery obligations. Once it became clear that Mr. Mayo was incapacitated, Defendants retained Defense counsel R. Jeffrey Neer of Forum Law Group, who observed the Court's prior orders and produced nearly 700 pages of documents to Plaintiff consisting of time and payroll records for the entire class. Furthermore, prior to mediation, Defendant produced headcount data, the number of current versus former employees, workweeks, and the corresponding data of the Class for the various statutes of limitations at issue in the litigation. This information allowed Plaintiff to assess the Class's damages and value the instant settlement. Based on the evidence and proposed Class Counsels' experience, Plaintiff was able to make an informed decision that settlement was in the best interests of the Class.

51. While the recommendations of counsel proposing the settlement are not conclusive, the Court can properly take them into account, particularly if they have been involved in litigation for some period of time, appear to be competent, have experience with this type of litigation, and significant discovery has been completed. In this case, Plaintiff and the Class are represented by competent and experienced counsel. Plaintiff's counsel recommend the proposed settlement as fair, adequate and reasonable to the Class Members and in their best interests.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 19th day of November 2025 in Larkspur, CA.

George R. Nemiroff

EXHIBIT 1

JOINT STIPULATION OF CLASS ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Stipulation of Class Action and PAGA Representative Action Settlement and Release ("Stipulation" or "Settlement") is entered into by and between Plaintiff EDGAR FLORES ("Plaintiff") and Defendants, Diana Benyamin, Inc. dba Mountain Mike's Pizza Santa Cruz; Manna 4 U, Inc., dba Mountain Mike's Pizza Watsonville; Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo ("Defendants") (collectively the "Parties") with regard to the following actions pending in the Superior Court of California, County of Santa Cruz: *Edgar Flores v Diana Benyamin, Inc., et. al.*, (Case No. 24CV00945) (the "Action"), subject to the terms and conditions herein and the approval of the Court pursuant to the California Rules of Court. Capitalized terms used herein shall have the meanings set forth in Section 1 or as defined elsewhere in this Joint Stipulation of Class Action Settlement ("Stipulation").

The Parties agree that the Actions shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the settlement amount of Two Hundred Thousand Dollars ($200,000) as provided in Section 1.19 below ("Maximum Settlement Amount" or "Gross Settlement Amount") pursuant to the terms and conditions of this Stipulation and for the consideration set forth herein, including but not limited to, a release of claims by Plaintiff and the Participating Class Members as set forth herein.

The Parties expressly acknowledge that this Stipulation is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Stipulation is an admission of liability or wrongdoing by Defendants. If for any reason the Stipulation is not approved, it will be of no force or effect, and the Parties will be returned to their respective positions immediately prior to and as if they had never executed this Stipulation as more fully set forth below.

1. **DEFINITIONS**

1.1 "Action" means the civil action entitled *Edgar Flores v Diana Benyamin, Inc., et. al.*, (Santa Cruz Superior Court Case No. 24CV00945).

1.2 "Aggrieved Employee" means any non-exempt employee who worked for Defendants from March 25, 2023 through and including the date of Preliminary Approval of this Settlement.

1.3 "Stipulation" or "Settlement" means the terms and conditions set forth in this Joint Stipulation of Class Action and PAGA Representative Action Settlement and Release, including the disposition of the Released Claims, as defined herein.

1.4 "Class" or "Class Members" are defined as all persons who are or have been employed in California at any time from April 4, 2020 through the date of the Court's granting of preliminary approval in this matter, by Diana Benyamin Inc. at Mountain Mike's Pizza Santa Cruz and/or Manna 4 U, Inc., at Mountain Mike's Pizza Watsonville.

1.5 "Class Counsel" means the attorneys for the Class and the Class Members, who are Wynne Law Firm, 80 E. Sir Francis Drake Blvd., Suite 3G, Larkspur, California 94939.

1.6 "Class Counsel's Fees and Costs" means the attorneys' fees and costs incurred and to be incurred by Class Counsel in the Action.

1.7 "Class Notice" means the Court-approved Notice of Proposed Class Action Settlement, substantially in the form attached hereto as **Exhibit A** and incorporated by reference herein, which, which will notify Class Members of, among other things, the following: the conditional certification of the Class for settlement purposes, Preliminary Approval of the Settlement, the basic terms of the Settlement, the calculation of Individual Settlement Payments, the procedures for disputing and objecting to the Settlement, and requesting exclusion from the Settlement, and the scheduling of the Final Approval Hearing. Following the Court's Preliminary Approval of the Settlement, the Settlement Administrator shall mail the Class Notice to all Class Members.

1.8 "Class Period" means April 4, 2020 to through and including the date of Preliminary Approval of this Settlement.

1.9 "Class Representative" or "Plaintiff" means Edgar Flores, on behalf of himself and others similarly situated.

1.10 "Class Representative Service Award" means the sums to be paid to Plaintiff Edgar Flores, on behalf of himself and others similarly situated in recognition for his efforts in obtaining the benefits of this Settlement. The Service Award shall not exceed $5,000 to Plaintiff and will be paid in addition to the Individual Settlement Payments that the Plaintiff is entitled to as Class Member.

1.11 "Complaint" means the Complaint filed in the Action on April 4, 2024, and the First Amended Complaint filed on September 23, 2025.

1.12 "Court" means the Superior Court of California, County of Santa Cruz, Honorable Timothy Schmal, presiding.

1.13 "Defendants" means Diana Benyamin, Inc. dba Mountain Mike's Pizza Santa Cruz; Manna 4 U, Inc., dba Mountain Mike's Pizza Watsonville; Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo.

1.14 "Defendants' Counsel" means Forum Law Partners, LLP, 803 Deep Valley Drive, Rolling Hills Estates, CA 90274.

1.15 "Effective Date" means the date of the Final Approval, if there are no objections to this Stipulation. If there is any objection to this Stipulation, "Effective Date" means the date on which the Court's order granting Final Approval is no longer appealable or the final resolution of any appeal in any favor of approving the settlement. Thus, this date is the later of the following: (1) the date the Final Approval is entered by the Court if no objections are filed to the settlement, or if any objections are withdrawn prior to Final Approval; (2) if objections are filed and overruled, and no appeal is taken of the final approval order, sixty-five (65) days after the Final Approval is entered by the Court; or (3) if an appeal is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final.

1.16 "Final Approval" means the final formal court order signed by the Court following the Final Fairness and Approval Hearing in accordance with the terms herein, approving this Stipulation.

1.17 "Final Approval Date" means the date upon which the Court enters Final Approval, after having determined that the Settlement is fair, adequate, and reasonable to the Class as a whole, following: (i) distribution of the Class Notice to the Class; (ii) an opportunity for Class Members to review the Class Notice and submit timely objections to the Settlement; and (iii) the Final Approval Hearing.

1.18 "Final Approval Hearing" means the hearing set by the Court to: (a) determine whether the Court should give Final Approval to this Settlement; (b) consider any objections made; (c) consider the request for attorney's fees and costs submitted by Class Counsel; (d) consider the Settlement Administration Costs; (e) consider the PAGA Payment to the State of California Labor and Workforce Development Agency ("LWDA"); and (f) consider the request for the Class Representative Service Award to Plaintiff.

1.19 "Grace Period" means the period of seven (7) calendar days that any Defendant has to cure a failure to pay an installment settlement payment after written notice by Plaintiff to Defendant.

1.20 "Individual Settlement Payment(s)" means the portion of the Net Settlement Amount that each Participating Class Member shall be entitled to receive pursuant to this Settlement. Of the amounts paid to Participating Class Members, 20% shall be allocated to wages and 80% shall be allocated to interest and penalties.

1.21 "Maximum Settlement Amount" or "Gross Settlement Amount" means the maximum gross settlement sum of Two Hundred Thousand Dollars ($200,000.00) that Defendants shall be required to pay pursuant to this Settlement on a non-reversionary basis. The Maximum Settlement Amount includes: (1) all Individual Settlement Payments to Participating Class Members; (2) the Class Representative Service Awards; (3) Class Counsel's fees and costs; (4) all Settlement Administration Costs; and (5) the PAGA Payment.

1.22 "Net Settlement Amount" means the portion of the Maximum Settlement Amount available for distribution to Participating Class Members after deduction of the Court-approved attorney's fees and costs to Class Counsel, Settlement Administration Costs, the Class Representative Service Awards, and the LWDA's portion of the PAGA payment.

1.23 "Non-Participating Class Member" means a Class Member who submits a timely and valid Request for Exclusion.

1.24 "PAGA Payment" means the sum of Fifteen Thousand dollars ($15,000.00), which shall be allocated from the Maximum Settlement Amount to pay all applicable penalties under PAGA, sixty-five percent (65%) of which will be paid to the LWDA, with the remaining thirty-five (35%) to be included in the Net Settlement Amount and available for distribution to Participating Class Members and categorized as penalties.

1.25 "PAGA Period" means March 25, 2023 to through and including the date of Preliminary Approval of this Settlement.

1.26 "Participating Class Member" means a Class Member who does not submit a timely and valid Request for Exclusion and is entitled to receive his or her Individual Settlement Payment pursuant to the terms of the Settlement.

1.27 "Parties" means Plaintiff and Defendants and their respective counsel of record.

1.28 "Parties' Counsel" means Class Counsel and Defendants' Counsel.

1.29 "Preliminary Approval" means the entry of an order by the Court preliminarily approving the Settlement.

1.30 "Qualified Settlement Fund" or "QSF" means the account set up by the Settlement Administrator and from which the Individual Settlement Payments to Participating Class Members shall be made. The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, at a federally-insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendants of any of the funds from the QSF or the Maximum Settlement Amount.

1.31 "Qualifying Workweek" means any week in which a Participating Class Member actively worked at least one day of the week (i.e., was not on vacation or a leave of absence) as an individual whose wages were reported on an IRS Form 1099, and who worked for Defendants in California as a non-exempt employee, however titled, during the Class Period, according to Defendants' records. Workweeks of Non-Participating Class Members will not be included in the total number of workweeks for purposes of calculating and distributing the Individual Settlement Payments to Participating Class Members.

1.32 "Released Claims" means all claims under state, federal and local law resulting from or based on the facts and allegations made in the Action, and any amendments thereto, as to the Settlement Class Members, including California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802, California Industrial Commission Wage Orders, Cal. Code Regs., title 8, section 11040, *et seq*., California Code of Civil Procedure section 1021.5, Business and Professions Code section 17200, *et seq*., and including all claims for alleged unpaid wages, overtime or double time wages, minimum wages, regular rate of pay, timely payment of wages during employment, timely payment of wages at separation, meal periods and meal period premiums, rest periods and rest period premiums, off-the-clock work, wage statements, payroll records and recordkeeping, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, conversion, injunctive relief, declaratory relief, accounting, punitive damages, liquidated damages, penalties (including civil penalties and waiting time penalties), interest, fees, costs, as well as all other claims alleged in the Action during the Class Period.

1.33 "Released Parties" means Defendants Diana Benyamin, Inc. dba Mountain Mike's Pizza Santa Cruz; Manna 4 U, Inc., dba Mountain Mike's Pizza Watsonville; Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo and their respective present and former parents, owners, successors, subsidiaries and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives from the factual allegations pleaded or claims that were or could have been brought in Plaintiff's operative Complaint based on the facts alleged in Plaintiff's operative Complaint.

1.34 "Request for Exclusion" means a letter or written request to be excluded from the Settlement submitted by a Class Member to the Settlement Administrator and postmarked by the Request for Exclusion Deadline. In order to be valid, the Request for Exclusion must include the Class Member's name and signature, and contain a statement to the effect of: "I wish to be excluded from the Settlement." In the event more than 5% of Class Members opt out of the settlement, Defendants shall have the right to void the settlement. Neither party nor their counsel shall encourage any class member to opt out of the settlement.

1.35 "Request for Exclusion Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails the Class Notice to Class Members, by which date Class Members who wish to exclude themselves from the Settlement must submit a timely and valid written Request for Exclusion. The timeliness of a Class Member's Request for Exclusion shall be determined based on the postmarked date of mailing.

1.36 "Settlement Class" means all persons who are or have been employed in California at any time from April 4, 2020 through the date of the Court's granting of preliminary approval in this matter, by Diana Benyamin, Inc. dba Mountain Mike's Pizza Santa Cruz and Manna 4 U, Inc., dba Mountain Mike's Pizza Watsonville

1.37 "Settlement Administrator" means Phoenix Class Action selected by the Plaintiff and approved by the Court to mail the Class Notice to Class Members and perform all duties relating to the administration of the Settlement.

1.38 "Settlement Administration Costs" means the actual and direct fees and expenses reasonably incurred by the Settlement Administrator in administering the Settlement. The

Settlement Administrator has agreed to provide its services in an amount not to exceed Six thousand Five hundred dollars ($6,500). Settlement Administration Costs will include, but are not limited to, fees and costs payable to the Settlement Administrator for printing, distributing (including with appropriate postage), and tracking documents for this Settlement, any searches to locate any Class Members, calculating estimated amounts per Class Member, tax reporting, distributing the Individual Settlement Payments, Class Representative Service Awards, Class Counsel Fees and Costs, payment to LWDA, and providing necessary certification of completion of notice, reports and declarations, establishing and administering a QSF account, required tax reporting and withholding on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS forms, as well as determining the validity of any disputes (and communicating the determination of those disputes to the disputing class member, Class Counsel and Defendants' Counsel) and opt-outs, calculating all amounts to be paid from the Maximum Settlement Amount, and such other responsibilities and duties as reasonably and customarily performed by third-party settlement administrators or as requested by the Parties.

1.39 "Stipulated Judgment" means the fully-executed judgment by Defendants Diana Benyamin, Inc. dba Mountain Mike's Pizza Santa Cruz; Manna 4 U, Inc., dba Mountain Mike's Pizza Watsonville; Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo that may be filed in a court of law if any of the installment settlement payments are not paid by Defendants and not cured thereafter within seven (7) days' written notice by Plaintiff to Defendant. The fully-executed stipulated judgment is attached hereto as **Exhibit B.**

1.40 "Waiting Time Penalties Subclass" means all members of the Settlement Class who separated from their employment with Defendant at any time between April 4, 2021 through the date of Preliminary Approval of the Settlement.

2. PROCEDURAL HISTORY

2.1 Plaintiff Edgar Flores was employed in California by Diana Benyamin, Inc.

2.2 On April 4, 2024, Plaintiff filed a Complaint in the Superior Court for the County of Santa Cruz against Defendant Diana Benyamin, Inc., and Diana Benyamin alleging the following causes of action: (1) Labor Code Sections 510 and 1194, (2) Business and Professions Code Section 17200 - Overtime, (3) Labor Code Sections 512 and 226.7, (4) Business and Professions Code 17200 – Meal & Rest Breaks, (5) Labor Code Section 2802, (6) Business and Professions Code 17200 – Business Expenses, (7) Business and Professions Code Section 17200 – Injunction, (8) Labor Code Sections 226, 1174 and 1174.5, and (9) Labor Code Section 558.1 (the Action).

2.3 On March 25, 2024, Plaintiff Edgar Flores served a Notice of Intent to Commence Civil Action Pursuant to Labor Code Section 2699 to Defendants, and filed the same electronically with the Labor Workforce Development Agency ("LWDA"). The PAGA Notice alleged that Defendants violated Labor Code sections 226, 226.7, 510, 512, 558, 1174, 1194, 2802, and IWC Wage Order 5-2001..

2.4 Plaintiff will amend the operative Complaint in the Action to add all defendants and any and all causes of action alleged in the Action which are not already stated in the Action prior to preliminary approval papers. For settlement purposes only, the Parties stipulate to class certification. If the Court does not grant Preliminary and Final Approval of the Class Action Settlement, the Parties will not stipulate to class certification.

2.5 The Parties agreed to participate in private mediation and have previously exchanged extensive discovery.

2.6 On July 16, 2025, the Parties participated in a mediation before experienced mediator Phyliss Cheng, Esq., who was the former Director of California's Department of Fair Employment and Housing (DFEH). During mediation, the Parties engaged in good-faith, arm's length negotiations and the Parties agreed to the terms of a settlement at the conclusion of the mediation.

2.7 Pursuant to the Settlement, on September 23, 2025, Plaintiff filed a First Amended Complaint naming Defendant Manna 4 U, Inc., Diana Benjaymin, Inc., Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo as defendants. In the pleading, Plaintiff alleged a theory of joint employment against the corporate defendants. The First Amended Complaint alleged the following causes of action: (1)-(2): unpaid overtime; (3)-(4) unpaid meal and rest breaks; (5)-(6) unreimbursed business expenses; (7) injunctive relief; (8) inaccurate itemized wage statements: (9) violation of the Fair Day's Pay Act; (10) waiting time penalties; and (11) PAGA.

3. THE PARTIES' POSITION IN THE ACTION

3.1 Defendants deny any liability and wrongdoing of any kind associated with the claims alleged in the Action, and further deny that the Action is appropriate for class action or PAGA representative action treatment for any purpose other than this Settlement. Defendants in no way admit any violation of law or any liability whatsoever to Plaintiff and/or the Class Members, or "aggrieved" employees, individually or collectively; all such liability being expressly denied. Defendants contend that they complied with the California Labor Code, the IWC Wage Orders and the California Business and Professions Code at all times.

3.2 This Stipulation shall not be admissible or used for any purpose in any other action or proceeding to establish or infer liability or wrongdoing on the part of Defendants. Whether or not the Effective Date occurs, neither this Stipulation nor any of its terms nor the Settlement itself will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, joint employment, or damage; or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Stipulation or for Defendants to establish that a Class Member has resolved any of their claims released through this Stipulation.

3.3 Plaintiff asserts that the Action is meritorious and that Class Certification is appropriate.

3.4 The Parties engaged in substantial investigation, discovery and thoroughly researched the relevant law for each of the causes of action alleged, and the defenses thereto. The Parties interviewed Class Members, conducted a comprehensive investigation into the facts of the case, and reviewed and analyzed all applicable policies and practices, as well as the voluminous time and pay records and other documents produced by Defendants.

3.5 Class Counsel weighed the monetary benefit of the Settlement to the Class against the expense and length of continued proceedings in the trial court and appellate courts that would be necessary to prosecute the Actions fully against Defendants. Class Counsel also took into account Defendants' limited financial condition, the uncertain outcome and risk of any further litigation, especially in complex actions such as this one. Based on the data reviewed and Class Counsel's thorough investigation and evaluation of all known facts and circumstances underlying each cause of action, including the possible risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel believe that the Settlement is fair, reasonable, and adequate and is in the best interest of all Class Members.

3.6 Defendants and their counsel have similarly concluded that it is desirable that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of the outcome of the Actions. Therefore, Defendants have determined that it is desirable and beneficial to put to rest the claims in the Actions and Defendants agree that the Settlement is fair, reasonable and adequate.

4. **SETTLEMENT COMPONENTS**

4.1 The Settlement shall have five components: (1) the Individual Settlement Payments; (2) the award of attorney's fees and costs to Class Counsel; (3) the Class Representative Service Award; (4) the Settlement Administration Costs; and (5) the PAGA Payment. All of these components are included in and shall only be paid from the Maximum Settlement Amount.

4.2 **Calculation of Individual Settlement Payments**. The Settlement Administrator shall have the authority and obligation to calculate the amounts of Individual Settlement Payments in accordance with the methodology set forth in this Stipulation and any Orders of the Court. After deducting: (i) the Court-approved Class Representative Service Awards to Plaintiff; (ii) the Court-approved attorney's fees and costs to Class Counsel; (iii) the Settlement Administration Costs; and (iv) the portion of the PAGA Payment to the LWDA, each of which is detailed further in sections 4.3 through 4.7 below, the amount remaining in the Maximum Settlement Amount shall constitute the Net Settlement Amount, which the Settlement Administrator will distribute among Participating Class Members as follows:

(a) The Parties agree that the Individual Settlement Payments will be calculated based on the number of Qualifying Workweeks worked by each Participating Class Member during the Class Period. Relying on the personnel records maintained by Defendant, the Settlement Administrator will calculate the number of Qualifying Workweeks each Participating Class Member worked as a non-exempt employee during the Class Period.

(b) Distribution Formula. Participating Class Members shall be allocated a pro-rata portion of the Net Settlement Amount available for distribution based upon their respective number of Qualifying Workweeks. Each Participating Class Member who is also a member of the Waiting Time Penalty Subclass will receive an allotment of six (6) additional Qualifying Workweeks. The total Qualifying Workweeks for all Participating Class Members, plus the additional Qualifying Workweeks allocated to the Participating Class Members who are also members of the Waiting Time Penalty Subclass, shall be divided into the Net Settlement Amount to calculate a Qualifying Workweek rate. Each Settlement Class Member will be paid the Qualifying Workweek rate for each of their Individual Qualifying Workweeks. Thus, the Individual Settlement Payments shall be calculated using the following formula: Individual Settlement Payments = Net Settlement Amount x (Participating Class Member's Qualifying Workweeks/Total Participating Class Members' Workweeks for All Participating Class Members)

(c) Each member of the Waiting Time Penalties Subclass will be entitled to receive an allotment of six (6) additional workweeks as a waiting time penalty for calculation of their individual settlement payments only. The entire amount paid to the Waiting Time Penalty Subclass will be allocated as penalties. The six (6) additional workweeks paid to Waiting Time Penalty Subclass Members are not "Qualifying Workweeks" as defined in Paragraph 1.30 above and as such, will not be considered as additional workweeks attributable to the total workweeks estimated in the class period. The additional workweeks allocated by this paragraph to a member of the Waiting Time Penalties Subclass for calculation of their individual settlement payments purposes only will under no circumstance cause the total Qualifying Workweeks to increase and thus, the Maximum Settlement Amount will not increase by the distribution of six (6) workweeks as contemplated by Paragraph 4.2 above.

(d) The Parties agree that Class Members will not have to submit a claim form in order to receive their Individual Settlement Payment. Each Class Member who does not submit a Request for Exclusion will automatically be mailed checks for their Individual Settlement Payment. As is explained further in section 9 of this Stipulation, any checks that are uncashed after 180 calendar days will be sent to the State of California, Unclaimed Property Fund, in the Class Member's name.

(e) Subject to approval by the Court, the settlement amounts distributed to participating Settlement Class members for their pro-rata portion of the Net Settlement Amount shall be allocated 20% to payment of wages and 80% to penalties and interest. The entire amount paid to the Waiting Time Penalty Subclass will be allocated as penalties. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to interest and/or statutory penalties shall be reported on an IRS Form 1099. The amount allocated to payment of wages shall not include the amounts to be deducted for the employer share of payroll taxes. Defendants' share of payroll taxes on the 20% amount allocated to payment of wages shall be paid separate and apart from the Gross Settlement Amount. The taxes ordinarily paid by employers relating to the portion of the Individual Settlement Payments paid as wages will be paid by Defendants, separate from the Gross Settlement Amount.

(f) It shall be the responsibility of the Settlement Administrator to timely and properly withhold from Individual Settlement Payments payable to Class Members all applicable payroll and employment taxes, including all federal, state, and local income taxes, and to prepare and deliver the necessary tax documentation and, thereafter, to cause the appropriate deposits of withholding taxes and informational and other tax return filing to occur.

4.3 **Class Counsel's Attorney's Fees and Costs**. Class Counsel will request a payment in an amount not to exceed 33.33% of the Maximum Settlement Amount, or Sixty-six Thousand Six-hundred and Sixty dollars ($66,600.00), to compensate Class Counsel for all of the work already performed in these Actions and all work remaining to be performed, for which Plaintiff or Class Counsel could claim under any legal theory whatsoever, including without limitation, documenting the Settlement, providing any notices required as part of the Settlement, securing Court and/or appellate court approval of the Settlement, ensuring that the Settlement is fairly administered and implemented, and obtaining Final Approval in accordance with the Settlement. The amount paid for Class Counsel's Fees and Costs shall constitute full satisfaction of any obligation to pay any amounts to any person, attorney or law firm for attorneys' fees, expenses or costs in the Action incurred by any attorney on behalf of Plaintiff and Class Members, and shall relieve Released Parties of all claims or liability to any attorney or law firm for any attorneys' fees, expenses and/or costs that may be claimed on behalf of Plaintiff and/or the Class Members. If the amount awarded to Class Counsel for attorney's fees is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. In addition to Class Counsels' fees, Class Counsel will request reimbursement for actual reasonable litigation costs and expenses incurred in prosecuting the Action and implementing the terms of the Settlement, in an amount not to exceed Ten Thousand Dollars ($10,000.00), which shall be paid from the Maximum Settlement Amount. The Parties agree that Settlement of these Action is not conditioned upon the Court approving the amount of Class Counsel's Fees and Costs requested by Class Counsel and that if the amount awarded to Class Counsel for reimbursement of litigation costs is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Defendants agree not to object to Class Counsel's request for fees and costs as long as the request is consistent with the terms of this Stipulation. The amount paid for Class Counsel's Fees and Costs will be reported by IRS Form 1099 and will be provided to Class Counsel and the pertinent taxing authorities, as required by law.

4.4 **Class Representative Service Awards and Release**. Subject to Court approval and the execution of a general release in favor of the Released Parties, Defendants agree to pay Plaintiff a Class Representative Service Award in the amount not to exceed Five Thousand ($5,000) to be paid from the Maximum Settlement Amount, in addition to his Individual Settlement Payment. If the Court approves a Class Representative Service Award to Plaintiff that is less than the amount sought, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

(a) The Parties intend this payment to constitute a service payment in consideration for Plaintiff's litigation efforts, and the work and time Plaintiff put into the Action as Class Representative.

(b) The Class Representative Service Award is also provided in consideration for Plaintiff's willingness to provide a full and separate general release on his own behalf and on behalf of their heirs, spouses, executors, administrators, attorneys, agents and assigns of any and all claims against the Released Parties regardless of whether such claims have been alleged against Defendant, including any and all known or unknown claims, demands, rights, liabilities, causes of action, losses, debts, and expenses whether for wages, economic damages, non-economic damages, punitive damages, restitution, tort, contract, penalties, injunctive or declaratory relief, attorney's fees, costs, or other monies or remedies. These releases by Plaintiff include all federal and state statutory claims, and federal and state common law claims (including but not limited to those for contract, tort, and equity), as well as, *inter alia*, the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), 42 U.S.C. §1981, 42 U.S.C. § 1983, the Fair Labor Standards Act, the Employee Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200, *et seq*.), the California Labor Code, the Fair Labor Standards Act, and claims for additional compensation relating to stock options.

(c) Furthermore, through the general release, the Class Representative himself (and not on behalf of the Class or any other Class Members or any other "aggrieved" employee) shall release, acquit and discharge the Released Parties from any and all claims against the Released Parties of any kind whatsoever (upon any legal or equitable theory whether contractual, common law, constitutional, statutory, federal, state, local or otherwise), whether known or unknown, that arose, accrued or took place at any time on or prior to the date on which the full and general release is executed. Through the full and general release discussed in this Section, the Class Representative will expressly waive the benefit of Section 1542 of the California Civil Code and acknowledges the language of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

(d) Because the Class Representative Service Award represents payment to the Class Representative for services to the Class and not wages, taxes will not be withheld from the Class Representative Service Award. No Party has made any representation to Plaintiff regarding the taxability of any Class Representative Service Award. The Settlement Administrator will report the Class Representative Service Awards on a 1099 form, which it will provide to the Class Representative and the pertinent taxing authorities, as required by law.

(e) The Class Representative assumes full responsibility for paying all federal and state taxes and penalties, if any, due as a result of their receipt of the Class Representative Service Award.

(f) The Class Representative fully supports the Settlement and believes the Settlement is fair, reasonable and adequate and in the best interest of the Class Members.

4.5 **Payment to the Labor and Workforce Development Agency**. Subject to Court approval, Fifteen Thousand Dollars ($15,000) will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Action under PAGA, 65% of which Nine Thousand Seven-Hundred and Fifty ($9,750.00) will be paid directly to the LWDA and the remaining 35% or Five Thousand Two-Hundred and Fifty ($5,250.00) will be retained in the Net Settlement Amount for distribution to Participating Class Members as penalties in exchange for a full and final release of PAGA claims.

4.6 **Release of PAGA Claims**. Upon the Effective Date, the Class Representative, in his representative capacity, and the State of California (inclusive of the LWDA) fully and finally release and forever discharge the Released Parties from any and all Released PAGA Claims arising during the PAGA Period. As a result of this release, the Class Representative and the State of California will not be able to bring a claim or seek civil penalties based on the Released PAGA claims that took place during the PAGA Period. There shall be no right for any PAGA Settlement Member to opt out of this release if the Settlement is approved by the Court. Class Counsel agrees to provide timely notice to the LWDA of all settlement-related notices required under PAGA, and to the extent necessary to effectuate a complete release of the PAGA claims, Plaintiff agrees to submit any amended PAGA Notices to the LWDA.

4.7 **Settlement Administration Cost**: The reasonable costs incurred by the Settlement Administrator in administering the settlement, as approved by the Court, shall be deducted from the Maximum Settlement Amount.

(a) This administration includes but is not limited to generation of Individual Settlement Payment checks and related tax reporting forms, checking addresses against the National Change of Address database, skip-tracing class members as necessary and as described herein, setting up an interest-bearing Qualified Settlement Fund bank account, administration of uncashed checks, generation of checks to Class Counsel for attorneys' fees and costs and to each Plaintiff for their Incentive Payment, resolution of disputes concerning weeks worked, and such other duties as may be required for the administration of the Settlement. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Stipulation.

(b) All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with running addresses against the National Change of Address directory and skip-tracing Class Members, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, resolution of disputes concerning weeks worked, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation ("Settlement Administration Costs"), shall be paid to the Settlement Administrator from the Gross Settlement Amount.

5. SETTLEMENT APPROVAL PROCEDURE

5.1 Solely for purposes of settling these Action, the Parties stipulate and agree that the prerequisites for establishing class certification with respect to the Class have been met.

5.2 The Parties hereby agree that the formula for allocating the Individual Settlement Payments to Class Members under the terms of this Settlement is reasonable and that the payments provided are designed to provide a fair settlement to Participating Class Members. Based on their own independent investigation and evaluation, and in light of all known facts and circumstances, the Parties and their respective counsel believe that the Settlement is fair, reasonable, and adequate.

5.3 The Parties and their counsel agree to the conditional certification of the Class for the sole purpose of effectuating this Settlement. Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in, these Actions or any other legal proceeding in any jurisdiction. As is discussed elsewhere in this Stipulation, Defendants expressly reserve the right to oppose class certification in these Action should the Settlement not become final.

5.4 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Stipulation.

5.5 Class Counsel shall seek Preliminary Approval of the Settlement. In conjunction with such hearing, Class Counsel shall submit this Joint Stipulation of Settlement, together with the exhibits attached hereto, and any other documents necessary to implement the Settlement.

5.6 Defendants agree not to oppose Plaintiff's Motion for Preliminary Approval unless the motion is inconsistent with the terms set forth in this Settlement.

5.7 On the date set forth in the Preliminary Approval Order, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Stipulation and determine whether the Court should give it final approval, and (2) consider any timely objections made pursuant to Section 6.7 below and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to give final approval to this Stipulation and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

5.8 If, after a notice of appeal or a petition for a writ of *certiorari* or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Order such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Order is not fully affirmed on review by a higher court, then Plaintiff and Defendants will each have the right to void the Settlement, which the Parties must do by giving written notice to the other Parties, the reviewing court, and the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Final Order becomes final. A vacation, reversal, or modification of the Court's award of an Incentive Payment or Class Counsel's fees or costs will not constitute a vacation, reversal, or material modification of the Final Order within the meaning of this paragraph, provided that Defendants' obligation to make payments remains limited as set forth in this Stipulation.

6. NOTICE TO THE CLASS

6.1 Within ten (10) business days following the Court's entry of its Order Granting Preliminary Approval of Settlement, Defendants shall provide the Settlement Administrator with a list containing the names, last known addresses, last known telephone numbers, social security numbers of all Class Members, the dates of employment of each Class Member during the Class Period, the last date of employment for each Class Member and all other information necessary for the Settlement Administrator to calculate the number of Qualifying Workweeks worked by each Class Member during the Class Period, which includes any weeks a Participating Class Member worked at least one day of the week and was not on vacation or a leave of absence, and to determine which Class Member is also a member of the Waiting Time Penalty Subclass (the "Class Data").

6.2 Defendants' Counsel shall consult with the Settlement Administrator prior to the production date to ensure that the format of the database will be acceptable to the Settlement Administrator. The Settlement Administrator shall not share the information in the Class Data, including the identity of Class Members with the Class Representative or Class Counsel, except as otherwise provided herein.

6.3 Prior to mailing the Class Notice to Class Members, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurint (or substantially similar) in-depth skip trace in order to obtain the best possible address for Class Members.

6.4 Within fifteen (15) calendar days after receipt of the Class Data from Defendants, the Settlement Administrator shall mail the Class Court-Approved Notice to all Class Members by first-class U.S. mail.

6.5 The Class Notice will include an estimated calculation of the Class Member's estimated share of the Net Settlement Amount.

6.6 The Class Notice shall provide that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion to the Settlement Administrator postmarked by the Request for Exclusion Deadline – forty-five (45) calendar days following the initial mailing of the Class Notice. Any Class Member who properly requests exclusion will not receive an Individual Settlement Payment and will not be bound by this Settlement or have any right to object, appeal, or comment thereon. Class Members who do not submit a valid and timely Request for Exclusion shall be bound by the terms of the Settlement and any judgment entered in the Action once the Settlement receives Final Approval. The Class Notice will provide this information to Class Members.

6.7 The Class Notice shall provide that Class Members who wish to object to the Settlement may mail a copy of their written objection to the Settlement Administrator postmarked no later than the Request for Exclusion Deadline. The Class Notice will also provide that Class Members may also appear at the Final Fairness and Approval Hearing and make an oral objection without making a written objection. Class Members who fail to object in the manner specified in this Stipulation of Settlement will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

6.8 There shall be no right to opt out of, or object to, the PAGA portion of the Settlement.

6.9 If a Class Notice is returned as undeliverable with a forwarding address provided by the United States Postal Service on or by the Request for Exclusion Deadline, the Settlement Administrator will promptly resend the Class Notice to that forwarding address along with a brief letter stating that the recipient of the Class Notice has until the original deadline set forth on the Class Notice, or ten (10) calendar days after the date of re-mailing of the Class Notice (whichever is later) to submit a Request for Exclusion. If any Class Notice is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.

6.10 If a Class Notice is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Class Notice to that address along with a brief letter stating that the recipient of the Class Notice has until the original deadline set forth on the Class Notice or ten (10) calendar days after the date of re-mailing of the Class Notice (whichever is later) to submit a Request for Exclusion.

6.11 The Settlement Administrator shall provide the Parties' Counsel with a weekly report showing: (1) the number of Class Notices mailed to Class Members; (2) the number of Class Notices returned as undeliverable; (3) the number of re-mailed Class Notices; (4) the number of Class Members who have submitted Requests for Exclusion; (5) the number of Class Members who have submitted objections; and (6) the number of Class Members who have disputed the number of Qualifying Workweeks being credited to that Class Member. The Settlement Administrator shall calendar the due dates for Defendants' settlement installment payments and provide seven (7) days' notice to Defendants as a reminder of the payment as well as instructions on how to make the payments. The Settlement Administrator shall advise Plaintiff if any settlement installment payment is not timely made by Defendants. Additionally, the Settlement Administrator shall provide to the Parties' Counsel any updated reports regarding the administration of the Settlement as needed or requested.

6.12 At least twenty five (25) calendar days prior to the Final Approval Hearing, the Settlement Administrator will provide a declaration specifying the due diligence the Settlement Administrator has undertaken with regard to the mailing of the Class Notice, including any attempts to obtain valid mailing addresses for and re-mailing of any returned Class Notice; verifying its Settlement Administration Costs; and reporting on the number of objections and exclusions submitted by Class Members, as well as any disputes (and explain the status of the disputes).

7. RESPONSES TO NOTICE

7.1 Resolution of Dispute. If a Class Member who receives the Class Notice wishes to dispute the number of his or her Qualifying Workweeks represented therein, the Class Member must notify the Settlement Administrator no later than the Request for Exclusion Deadline. The Class Member must produce any available supporting evidence to the Settlement Administrator regarding the correct number of Qualifying Workweeks that the Class Member contends he or she worked for Defendant during the Class Period, as explained in the Class Notice. The Settlement Administrator will notify the Parties' Counsel of any disputes via email. Defendant shall review its records and provide information to the Settlement Administrator in response to any such disputes. Defendants' records shall be presumed to be determinative, but the Settlement Administrator shall evaluate the evidence submitted by the Class Member and make the decision as to which dates should be applied. The determination by the Settlement Administrator shall be final and binding.

7.2 Requests for Exclusion from Class. In order for any other Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.,* to validly opt out), the Class Member or his or her authorized representative must send a Request for Exclusion to the Settlement Administrator, postmarked or faxed by no later than forty-five (45) calendar days after the date the Settlement Administrator initially mails the Class Notice to the Class Members or ten (10) calendar days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later. The date of the initial mailing of the Class Notice was postmarked or faxed, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly submits a Request for Exclusion will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Stipulation, and will not have any right to object to the Settlement or appeal the Court's Orders in this case.

7.3 Any Class Member who fails to timely submit a valid Request for Exclusion shall be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims released in this Stipulation will be extinguished.

7.4 The Settlement Administrator will provide the Parties with the number of valid and timely Request for Exclusion letters received within seven (7) calendar days after the Objection/Exclusion Deadline.

7.5 Objections to Settlement. In order for any other Class Member to object to this Stipulation, or any term of it, the person making the objection must not submit a timely request for exclusion (*i.e.*, must not opt out), and may send to the Settlement Administrator, postmarked or faxed no later than the Request for Exclusion Deadline, a completed and signed objection, along with any supporting papers. The Settlement Administrator shall send any objections it receives to Defensdants' Counsel and Class Counsel within three (3) calendar days of receipt. Alternatively, Class Members may also appear at the Final Fairness and Approval Hearing and make an oral objection without making a written objection. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

7.6 Encouragement of Class Members. The Parties to this Stipulation and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude himself or herself from this Settlement (opt out) or to object to it. However, Class Counsel, Defendants' Counsel, and Defendants may respond to inquiries from Class Members with truthful information and nothing that discourages participation.

8. SETTLEMENT FUNDING AND DISTRIBUTION SCHEDULE

8.1 **Settlement Funding Date**: Defendant Diana Benyamin, Inc. (dba) Mountain Mike's Pizza Santa Cruz shall deposit Fifty Thousand ($50,000) within thirty (30) days of the Court granting Final Approval, and the balance over 20 months in equal monthly installments of $7,500 after the initial deposit into the Qualified Settlement Fund set up by the Settlement Administrator. While held in the Qualified Settlement Fund, the Maximum Settlement Amount shall earn interest, which shall inure to the benefit of Participating Class Members and Class Counsel until distributed by the Settlement Administrator;

8.2 If any payment is not made by Defendant Diana Benyamin, Inc. (dba) Mountain Mike's Pizza Santa Cruz, there will be a seven (7)-day grace period to cure after written notice is given by Plaintiff to Defendants' Counsel.

8.3 **Stipulated Judgment:** All Defendants will execute a stipulated judgment as a condition of Plaintiff accepting the installment payments. If any payment is not made by any Defendant after the expiration of the 7-day grace period after written notice by Plaintiff to Defendant's Counsel, Plaintiff may file the fully-executed stipulated judgment marked and attached hereto as **Exhibit B**.

8.4 **Disbursement Date**: No later than fourteen (14) calendar days after the last installment payment by Defendant, the Settlement Administrator shall disburse: (a) Individual Settlement Payments to Participating Class Members; (b) the Class Representative Service Award; (c) the portion of the PAGA Payment to be made to the LWDA; (d) the Settlement Administrator's Costs; (e) Class Counsel's attorney's fees and costs, all as previously approved by the Court; and (f) employer side payroll taxes.

8.5 Upon distribution of the Settlement Fund, the stipulated judgment will be void and given no force or effect.

8.6 Within two hundred and fifty (250) calendar days of the Effective Date of the Settlement, the Settlement Administrator shall provide written certification of such completion to the Court, Class Counsel and Defendants' Counsel. Class Counsel shall file that written certification with the Court.

8.7 The following is a summary of the proposed timeline related to this Settlement:

EVENT	**DEADLINE**
Preliminary Approval of the Settlement by the Court	TBD
Defendants to provide Settlement Administrator with the list of Class Members and all required Class Members' Data	Ten (10) business days after entry of the order granting Preliminary Approval
Settlement Administrator to mail Notice to Class Members	Fifteen (15) calendar days after receiving the Class Data
Exclusion Deadline	Thirty (30) calendar days after mailing of Notice
Settlement Administrator to provide the parties notice of the valid request of exclusion letters received	Seven (7) calendar days after the Request for Exclusion Deadline
Deadline for Defendants to exercise their option to cancel the settlement if 5% or more of the Class Members submit a timely and valid request for exclusion	Within ten (10) calendar days of Request for Exclusion Deadline
Settlement Administrator to provide declaration of due diligence	Twenty-five (25) calendar days prior to Final Approval Hearing
Final Approval Hearing	TBD
Effective Date of the Settlement	(1) The date the Final Approval is entered by the Court if no objections are filed to the settlement, or if any objections are withdrawn prior to Final Approval; (2) If objections are filed and overruled, and no appeal is taken of the final approval order, sixty-five (65) days after the Final Approval is entered by the Court; or (3) If an appeal is taken from the Court's overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final
Funding Obligation Date	Defendant Diana Benyamin, Inc. (dba) Mountain Mike's Pizza Santa Cruz shall deposit $50,000 within thirty (30) calendar days after Final Approval. Thereafter, Defendant shall deposit the remaining $150,000 plus employer-side taxes in twenty (20) equal monthly installments to the

	Qualified Settlement Fund set up by the Settlement Administrator.
Settlement Administrator to mail Individual Settlement Payments	Fourteen (14) calendar days after the Final Approval
Grace period to cure non-payment of settlement installment payments	Seven (7) days after written notice by Plaintiff to Defendants' attorneys. If not cured within seven (7) days of notice, the fully-executed Stipulated Judgment may be filed with the Court.
Uncashed Checks to State of California Unclaimed Property Fund	One-hundred and eighty (180) calendar days after mailing of the Individual Settlement Payment Checks
Settlement Administrator to Provide Certificate of Completion of Settlement	Two-hundred and fifty (250) calendar days after Effective Date of Settlement

9. **DISPOSITION OF RETURNED AND UNCASHED CHECKS**

9.1 This is a non-reversionary "all-in" settlement. No unclaimed amounts will revert to Defendants.

9.2 Returned Checks. If any Individual Settlement Payments are returned as undeliverable, the Settlement Administrator will take all steps necessary to locate an updated mailing address for the Class Member, including without limitation, using Experian (or substantially similar) in-depth skip-trace. In the event the Settlement Administrator is unable to locate an updated address or the Individual Settlement Payments are returned as undeliverable after a second mailing, the amount of any returned checks shall be sent by the Settlement Administrator to the State of California, Unclaimed Property Fund in the name of the Class Member.

10. **TAXATION AND WITHHOLDING**

10.1 The Settlement Administrator will be responsible for issuing to the Class Representative, Class Members, and Class Counsel any IRS Form W-2, IRS Form 1099, or any other tax forms as may be required by the Internal Revenue Code of 1986 (the "Code") and this Settlement for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and other legally required withholdings to the appropriate government authorities to pay for the employer's share of payroll taxes as set forth below. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Stipulation, the processes set forth in this section may be modified in a manner to bring Defendants into compliance with any such changes.

10.2 Defendants' Counsel and Class Counsel make no warranty and have provided no advice regarding the tax treatment of Individual Settlement Payments to Participating Class Members pursuant to the terms of this Settlement. All taxes, other than the employer's share of payroll taxes, which are not a part of the Maximum Settlement Amount, are the sole responsibility of the Participating Class Member.

10.3 Circular 230 Disclaimer. Each party to this Stipulation (for purposes of this section, the "acknowledging party" and each party to this Stipulation other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Stipulation, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of united states treasury department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into this Stipulation based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Stipulation.

10.4 Individual Settlement Payments paid to Participating Class Members shall not be deemed pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.). The Parties agree that Individual Settlement Payments to Participating Class Members do not represent any modification of Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties. Any Individual Settlement Payments paid pursuant to this Settlement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Released Parties.

10.5 The Payroll Taxes and any other applicable employer withholdings or contributions will be computed by the Settlement Administrator based on the amounts paid to Participating Class Members. The Settlement Administrator shall be responsible for making all necessary payments and government filings in connection with such payments.

10.6 No person shall have any claim against Defendants, Defendants' Counsel, Plaintiff, the Class, Class Counsel or the Settlement Administrator based on mailings, distributions and payments made in accordance with this Stipulation of Settlement.

11. RELEASE BY THE CLASS

11.1 In exchange for the consideration recited in this Settlement, upon the Effective Date, Plaintiff and all Class Members who do not timely submit a Request for Exclusion do hereby and forever release, acquit, and discharge Defendants and their respective present and former parents, owners, successors, subsidiaries, and any affiliated or related persons or entities and each of their respective officers, directors, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives ("the Released Parties") from any and all demands, rights, liabilities, claims, and/or causes of action, known or unknown, for all the Labor Code sections alleged in Plaintiff's operative complaint that could have been brough based on the same set of facts ("the Released Claims") during the Class Period, which includes claims for:

(a) Failure to Pay for Overtime;

(b) Compensation for Required Meal Periods Not Provided;

(c) Compensation for Required Rest Periods Not Provided;

(d) Failure to Furnish Timely and Accurate Wage Statement;

(e) Failure to Reimburse Business Expenses;

(f) Waiting Time Penalties;

(g) Violation of Business and Professions Code Section 17200, *et seq*., with the claims alleged in the operative complaint as the predicate violations;

(h) Penalties Pursuant to Labor Code Section 2699.3, *et seq*. with the claims alleged or could have been asserted based upon the same facts alleged in the Actions in the operative complaint as the predicate violations;

(i) Penalties provided under Cal. Labor Code sections 226.7, 512, and 558, and the applicable IWC Wage Order for failure to provide meal and rest periods;

(j) Penalties provided under Cal. Labor Code sections 1194 and 1197.1 and the applicable IWC Wage Order for failure to pay minimum wages;

(k) Penalties provided under Cal. Labor Code sections 510, 558, and 1194, and the applicable IWC Wage Order for failure to pay overtime wages;

(l) Penalties provided under Cal. Labor Code sections 201, 202, 203, 204, and 210 for failure to timely pay all wages owed;

(m) Penalties under Cal. Labor Code sections 226 and 246, made available under the Private Attorneys General Act, and for failure to provide accurate itemized wage statements ;

(n) Penalties under Cal. Labor Code section 1174 and the applicable IWC Wage Order, made available under the Private Attorneys General Act, for failure to maintain accurate records; and,

(o) Related damages, restitution, disgorgement, interest, attorneys' fees, costs, or expenses relating to any such claims.

12. VOIDING THE AGREEMENT

12.1 Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Actions for settlement purposes only, this Stipulation requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Stipulation on a conditional basis. This Stipulation is contingent upon the approval and certification by the Court.

12.2 If the Effective Date does not occur, the fact that the Parties were willing to stipulate for the purposes of this Stipulation to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Effective Date does not occur, or if Disposition of these Action is not effectuated, any certification of the Class will be vacated and the Plaintiff, Defendants and the Class will be returned to their positions with respect to the Action as if the Stipulation had not been entered into.

12.3 In the event that the Effective Date does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Stipulation shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Stipulation, the fact that Defendants did not oppose the certification of a Class under this Stipulation, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

12.4 If the Effective Date does not occur, this Stipulation and any of the related negotiations or proceedings shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. All Parties to this Stipulation shall stand in the same position, without prejudice, as if the Stipulation had been neither entered into nor filed with the Court. The fact that the Parties were willing to stipulate to class certification of all causes of action pled in the Action as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether the Class should be certified by the Court in a non-settlement context in these Action or any other action. Defendants expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Effective Date does not occur.

12.5 The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Stipulation and shall otherwise use their respective best efforts to obtain Court approval and implement this Stipulation. If the Court does not grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Phyllis Cheng, Esq. to resolve the dispute.

12.6 Released Parties' Right to Revoke: Released Parties have the right in their sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the entry of the trial court's Order for Final Approval of the Settlement if any of the following occur: (a) the Settlement is construed in such a fashion that Released Parties are required to pay more than the Maximum Settlement Amount (except pursuant to the procedure outlined in Paragraph 4.2 herein); or (b) the Court does not certify the Settlement Class as described herein, or does not certify a class releasing all of the Released Claims defined herein, or otherwise makes an order materially inconsistent with any of the terms of this Settlement Agreement (except for an order reducing Class Counsel's proposed attorneys' fees or litigation costs, or the Class Representative Enhancement Payment); or (c) the Court does not grant preliminary or final approval of the Settlement. Additionally, Released Parties have the right, but not the obligation, in its sole and exclusive discretion to terminate and withdraw from the Settlement if ten percent (10%) or more of the Class Members submit a timely and valid Request for Exclusion. Released Parties must exercise this right within ten (10) calendar days after the Settlement Administrator notifies the Parties of the number of valid and timely Request for Exclusion letters received, which the Settlement Administrator must do within seven (7) calendar days after the Objection/Exclusion Deadline. If Released Parties choose to withdraw, the Released Parties will be responsible for all costs incurred by the Settlement Administrator in administrating the settlement up through the date of withdrawal. To terminate the settlement on this basis, Released Parties must provide notice to Class Counsel of its intent to terminate the Settlement. If for any reason the Settlement is not approved by the Court, or if a Party terminates and withdraws from the Settlement pursuant to this paragraph, this Settlement Agreement and any related settlement documents shall be null and void, and any class certified for settlement purposes will be vacated. In such an event, neither the Settlement Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Released Parties shall retain the right to challenge all claims and allegations in the action, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds Released Parties may void the Settlement.

12.7 In the event a timely appeal is filed from the Final Approval Order and Judgment, the Final Order shall be stayed and the Gross Settlement Amount shall not be distributed pending the completion of the appeal.

12.8 Invalidation of any material portion of this Stipulation shall invalidate this Stipulation in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

13. **MISCELLANEOUS PROVISIONS**

13.1 Defendants' Costs: All of Defendants' own legal fees, costs, and expenses incurred in this Action shall be borne by Defendants.

13.2 The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Maximum Settlement Fund subject to approval by the Court.

13.3 Authority to Enter into Settlement: The signatories hereto represent that they are fully authorized to enter into this Settlement and bind the Parties to the terms and conditions herein.

13.4 Cooperation in Drafting: The Parties have cooperated in the negotiation and preparation of this Stipulation. This Stipulation will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Stipulation.

13.5 Mutual Full Cooperation: The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach a Stipulation on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or Action that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement.

13.6 No Admission: Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement with the intention of avoiding further disputes and litigation with the attendant risk, inconvenience and expenses. This Settlement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408 and/or any other similar law, be inadmissible as evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Settlement.

13.7 Construction: The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of the extent to which any Party participated in drafting this Settlement.

13.8 Headings: The descriptive heading of any section or paragraph of this Stipulation is inserted for convenience of reference only and does not constitute a part of this Stipulation and shall not be considered in interpreting this Stipulation.

13.9 Representation by Counsel: The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been executed with the consent and advice of counsel.

13.10 No Reliance on Representations: The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Stipulation as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Stipulation, or with respect to any other matters. No representations, warranties, or inducements have been made to any party concerning this Stipulation.

13.11 Notice: All notices, demands, or other communications given under this Stipulation must be in writing and addressed to Class Counsel and/or Defendant' Counsel using the contact information outlined under sections 1.4 and 1.14 of this Stipulation.

13.12 Jurisdiction of the Court: Except for those matters to be resolved by the Settlement Administrator as expressly stated, any dispute regarding the interpretation or validity of this Settlement, or relating to the Action or the Released Claims, shall be subject to the exclusive jurisdiction of the Court, and Plaintiff, Class Members, and Defendants agree to submit to the personal and exclusive jurisdiction of the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Disposition entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. The Court shall retain jurisdiction solely with respect to the interpretation, implementation and enforcement of the terms of this Settlement and all orders, judgments entered in connection therewith, and post-judgment matters. The prevailing party to any enforcement Action of this Agreement shall be entitled to recover its attorneys' fees and costs related to such enforcement Action.

13.13 California Law Governs: All terms of this Settlement and exhibits hereto shall be governed by and interpreted according to the laws of the State of California, regardless of its conflict of laws.

13.14 Invalidity of Any Provision: The Parties request that before declaring any provision of this Stipulation of Settlement invalid, the Court shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions in this Stipulation of Settlement valid and enforceable.

13.15 Amendment or Modification: This Settlement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

13.16 Interim Stay of Proceedings: The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

13.17 Counterparts and Fax/Electronic Signatures: This Settlement may be executed in counterparts. When each of the Parties has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully–signed Settlement, which shall be binding upon and effective as to all Parties. A fax or electronic signature, such as DocuSign, on this Stipulation shall be as valid as an original signature.

13.18 Entire Agreement: This Stipulation and exhibits hereto constitute the entirety of the Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, and this Stipulation supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals. The Parties expressly recognize that California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a) provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations will modify, vary or contradict the terms of the Settlement. In case of any conflict between text contained in Sections 1 through 13 of this Stipulation and text contained in the Exhibits to this Stipulation, the former (*i.e.,* Sections 1 through 13) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Stipulation other than those expressly set forth or referred to herein.

13.19 Waiver: Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

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

13.21 Assignment: None of the rights, commitments, or obligations recognized under this Stipulation may be assigned by any Party, Class Member, Class Counsel, or Defendant's Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Stipulation are for the sole benefit of the Parties under this Stipulation, and shall not be construed to confer any right or to avail any remedy to any other person.

13.22 Binding on Successors and Assigns: This Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Settlement.

13.23 Deadlines Falling on Weekends or Holidays: To the extent that any deadline set forth in this Stipulation falls on a Saturday, Sunday or legal holiday, that deadline shall be continued until the following business day.

IT IS SO AGREED.

Dated: October 13 , 2025

DEFENDANT, DIANA BENYAMIN, INC. (DBA) MOUNTAIN MIKE'S PIZZA SANTA CRUZ

BY: Diana Benyamin
TITLE: President

Dated: October 13, 2025

DEFENDANT, MANNA 4 U, INC. (DBA) MOUNTAIN MIKE'S PIZZA WATSONVILLE

BY: Diana Benyamin
TITLE: President

Dated: October 13, 2025

DEFENDANT, DIANA BENYAMIN

Dated: October 22, 2025

DEFENDANT, ABSHALIM BENYAMIN

Dated: October 21, 2025

DEFENDANT, ILMAR BENYAMIN

Dated: October 27, 2025

DEFENDANT, ESTHER ESALOO

Esther J. Esaloo

Dated: October 27, 2025

DEFENDANT, WALTER ESALOO

Dated: __________, 2025

PLAINTIFF, EDGAR FLORES, on behalf of himself and a class of others similarly situated

____
EDGAR FLORES

APPROVED AS TO FORM:

Dated: _________, 2025

CLASS COUNSEL:
WYNNE LAW FIRM

By: ______________________________
GEORGE NEMIROFF

Attorney for Plaintiff, on behalf of himself and a class of others similarly situated

DATED: October 28, 2025

DEFENDANT'S COUNSEL:
FORUM LAW PARTNERS LLP

Dated: __________, 2025

DEFENDANT, WALTER ESALOO

____

Dated: October 14, 2025

PLAINTIFF, EDGAR FLORES, on behalf of himself and a class of others similarly situated

____
EDGAR FLORES

APPROVED AS TO FORM:

Dated: October 14, 2025

CLASS COUNSEL:
WYNNE LAW FIRM

By: ______________________________
GEORGE NEMIROFF

Attorney for Plaintiff, on behalf of himself and a class of others similarly situated

DATED: __________, 2025

DEFENDANT'S COUNSEL:
FORUM LAW PARTNERS LLP

BY:____________________
R. JEFFREY NEER

Attorney for Defendants

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, SANTA CRUZ COUNTY

NOTICE OF SETTLEMENT OF CLASS ACTION

If you were employed by Diana Benyamin, Inc. dba Mountain Mike's – Santa Cruz or Manna 4 U, Inc. dba Mountain Mike's – Watsonville at any time between April 4, 2020 and [   ], a settlement of a class action lawsuit may affect your rights.

A California Court has authorized this notice. This is not a solicitation from a lawyer.

California law prohibits retaliation by an employer against any person who participates in or assists in the litigation of an overtime lawsuit, such as this one.

A hearing regarding a proposed settlement ("Settlement") of this class action will be held on __________, 2025 at ____:00 _.m. in Santa Cruz County Superior Court, Dept. 10, located at 701 Ocean Street, Santa Cruz, California 95060. The hearing will be held to determine whether the proposed settlement is fair, reasonable and adequate. The Court has approved the following Notice for distribution.

On April 4, 2024, a class action complaint was filed by Plaintiff Edgar Flores ("Plaintiff") against Diana Benyamin, Inc. dba Mountain Mike's Pizza-Santa Cruz and Diana Benyamin, the individual, in Santa Cruz County Superior Court, Case No. 24CV00945 (hereinafter referred to as the "Action"). A subsequent amended complaint named Manna 4 U, Inc. dba Mountain Mike's Pizza-Watsonville, and co-owners Abshalim Benyamin, Ilmar Benyamin, Walter Esaloo and Esther Esaloo as Defendants (collectively, "Mountain Mike's Pizza" or "Defendants"). Plaintiff asserts classwide claims under California law for: (1) failure to pay overtime compensation; (2) unfair business practices; (3) failure to provide meal and rest breaks or compensation in lieu thereof; (4) unfair business practices; (5) failure to reimburse business expenses; (6) unfair business practices; (7) injunctive relief; (8) failure to provide accurate wage statements; (9) violation of the Fair Day's Pay Act; (10) waiting time penalties; and (11) penalties under the Private Attorneys' General Act ("PAGA"). Defendants deny any liability or wrongdoing of any kind.

The Court **has not** decided in favor of Plaintiff or Defendants. The Court has not issued any ruling that the claims have merit or have no merit.

This notice informs you that the parties have reached a settlement of the class action and informs you of your choices:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
IF YOU DO NOT OPT OUT	If you do not opt out of the Settlement, you will be included in the Class and receive a settlement check, which means you cannot sue, continue to sue, or be a part of any other lawsuit against Mountain Mike's Pizza based on the allegations raised in the Complaint, including claims that Mountain Mike's Pizza failed to pay you overtime compensation, failed to provide you the legally required meal and rest breaks, failed to pay you compensation for missed meal and rest breaks, failed to reimburse you for business expenses, failed to provide you with accurate wage statements, or failed to pay penalties for any of the released claims.
DO NOTHING OR DO NOT CASH YOUR SETTLEMENT CHECK	If you do not opt out of the Settlement and do not cash your settlement check, you will still be bound by the settlement agreement and you will still release certain claims that you may have had against Mountain Mike's Pizza.
OBJECT TO THE SETTLEMENT	Any Settlement Class Member may object to the settlement. If you timely file with the Court and mail a timely serve a written objection to the Settlement on both Class Counsel and Defense counsel, the Court may consider and may rule on any objection you have to the Settlement.
OPT OUT	**You may opt out of the settlement. If you opt out, you do NOT release your claims against Defendants.** If you opt out of the Settlement, you will not receive any money but you can still proceed with your own action, should you wish to do so. The amount of your settlement check will be redistributed to other class members.

- Any questions? Read on or call the Class Counsel listed in Section 18 of this Notice. DO NOT CALL THE COURT.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. What is the purpose of this Notice?

Plaintiffs and Defendant have reached a settlement of a class action. Defendant's records show that you were employed at Mountain Mike's Pizza at some time between April 4, 2020 and [PA date].

The lawsuit is known as *Edgar Flores v. Diana Benyamin, Inc. et al.,* Case No. 24CV00945 and Judge Timothy Schmal of the Superior Court of the State of California, Santa Cruz County is overseeing this class action.

If you wish to remain in the Class, you do not need to do anything at this time. You only need to take action if you do not wish to be included in the Class Action.

2. What is this lawsuit about?

The lawsuit primarily asserts claims that Defendants failed to pay for overtime, failed to provide meal and rest breaks, failed to reimburse employees for business expenses related to mobile phones, failed to provide accurate wage statements, and failed to pay these wages at the time of separation from employment. The Complaint also brought other related claims for unfair business practices that are being settled.

3. Why am I receiving Notice?

You have been identified as currently or formerly employed by Mountain Mike's Pizza in the State of California at any time between April 4, 2020 and [PA date].

THE CLAIMS IN THE LAWSUIT

4. What does the lawsuit complain about?

(1) failure to pay overtime compensation; (2) unfair business practices; (3) failure to provide meal and rest breaks or compensation in lieu thereof; (4) unfair business practices; (5) failure to reimburse business expenses; (6) unfair business practices; (7) injunctive relief; (8) failure to provide accurate wage statements; (9) violation of the Fair Day's Pay Act; (10) waiting time penalties; and (11) penalties under the Private Attorneys' General Act ("PAGA"). You can read Plaintiff's allegations as stated in the Class Action Complaint, which is available at [Class Counsel's website address]

Mountain Mike's Pizza denies any liability or wrongdoing of any kind. Mountain Mike's Pizza contends that it complied at all times with the California Labor Code and the Business and Professions Code, that the Class Members were properly paid overtime compensation, that the Class Members were provided with compliant meal and rest periods, that the Class Members were properly reimbursed to the extent such expense were reasonable and necessary, that the Class Members were provided with accurate wage statements; and that the Class Members were timely paid all wages.

5.	Has the Court decided who is right?

The Court **has not** decided in favor of Plaintiff or Defendants. The Court has not issued any ruling that the claims have merit or have no merit.

WHAT ARE THE TERMS OF THE SETTLEMENT?

6.	Who is paying what for the settlement?

Without admitting any wrongdoing and to avoid litigating these claims, Defendant has agreed to pay Two Hundred Thousand Dollars ($200,000) ("Gross Settlement Amount") to settle this Action.

7.	How will the settlement be divided?

All Class Members will split a fund of approximately One Hundred and Two Thousand and One Hundred and Fifty Dollars ($102,150) ("Net Settlement Amount"). This Net Settlement amount may increase or decrease depending on whether or not the Court agrees to or reduces the requests for Attorneys' Fees, Costs, Settlement Administration costs, payment to the LWDA and service award to Plaintiff.

8.	What are the requests for Attorneys' fees, Costs, Settlement Administration costs, enhancement awards to Plaintiffs, and the LWDA payment?

Class Counsel will request that the Court award Attorneys' fees of up to $66,600 (33.33% of the Gross Settlement Amount). Counsel will also request that the Court award proven costs to Class Counsel not to exceed $10,000. Counsel will also request that the Court award costs for Settlement Administration not to exceed $6,500 to be paid to the Settlement Administrator. Counsel will also request that the Court award as a Service Award $5,000 for Plaintiff Edgar Flores or his service as Class Representative ("Service Award"). An amount of $9,750 will be paid to the California Labor Workforce Agency ("LWDA"). The Court may approve these payments or a smaller amount.

9.	How will the Net Settlement Amount be divided amongst Class Members?

The Net Settlement Amount will be calculated by assigning a certain dollar value to each week during which Class Members were employed during the Class Period. The dollar value of each week will be calculated by dividing the aggregate value of the Net Settlement Fund calculated after payment of the actual Fee Award, Cost Award, Service Award, PAGA penalties and any Administration Costs up to $[ ], all as determined by the Court in the Final Judgment, by the total number of weeks during which Class Members were employed during the Class Period. Partial weeks will be rounded up to the nearest full week. Each Settlement Class Member's Settlement Amount will be determined by multiplying the number of weeks the Settlement Class Member was employed during the Class Period by the dollar value of each week. 20% of the payment to each class member will be considered wages for which a W-2 will be provided and 80% will be for interest and penalties, for which a Form 1099 will be provided. Class members who are former employees will be part of the Waiting Time Penalties subclass and receive an additional six weeks of time during the Class Period.

10.	What will my approximate recovery be?

The class period began on April 4, 2020, and continues to [PA date]. The approximate amount of your recovery may be $ ________________. This amount may change dependent on participation in the settlement by all class members; e.g. if a class member opts out or if the Court does not approve in full the requests for Attorneys' Fees, Costs, Administration Costs and/or the Service Award, your amount may increase by a percentage of those settlement proceeds.

You are responsible for paying your taxes on any amount you receive. This Notice is not tax advice and you should consult your tax advisor. In this settlement, if a Class Member does not collect his or her share, his or her share of the money may be distributed to other Class Members. Checks will be valid and negotiable for 180 days from the date of their issuance.

11.	What other payments will be paid pursuant to the Settlement?

Even if a Class Member requests to be excluded from the Class Settlement, he or she may still receive a payment as a PAGA Settlement Member. The PAGA Period is from March 25, 2023 to [PA date]. Any Class Member who worked during the PAGA Period is a PAGA Settlement Member and shall be deemed to have released all claims under PAGA based on Plaintiff's notice to the LWDA and as alleged in the operative complaint. Each PAGA Settlement Member's individual payment will be calculated based on the total number of weeks he or she worked during the PAGA Period. To establish the workweek value, the Settlement Administrator will first determine the total number of weeks worked by PAGA Settlement Members during the PAGA Period. Thirty-five percent (35%) of the LWDA Payment ($5,250) will then be divided by the total number of weeks worked by PAGA Settlement Members during the PAGA Period to determine the per workweek value.

YOUR RIGHTS AND OPTIONS

12.	What happens if I don't opt out and receive the settlement check?

If you do not exclude yourself by opting out and receive your settlement check, you will be included in the Class, which means that you cannot sue, continue to sue, or be a part of any other lawsuit against Mountain Mike's Pizza based on the allegations raised in the Complaint, including claims that Mountain Mike's Pizza failed to pay you overtime compensation, failed to provide you the legally required meal and rest breaks, failed to reimburse you for business expenses, failed to provide you with accurate wage statements, or failed to pay penalties for any of the released claims.

13. What happens if I don't cash the settlement check?

If you do not exclude yourself by opting out and do not cash the settlement check, you will be bound by the settlement and will release certain legal claims against Defendants. By not opting out of the class action, you agree to be bound by any decisions in the case. Therefore, if you do not do not opt out and do not cash the settlement check, you will still release certain legal claims you may have had against Defendants for overtime, meal and rest breaks, unreimbursed business expenses, penalties and interest. The amount of your uncashed settlement check will be donated to charity.

14. Can I object to the settlement?

Any Settlement Class Member may object to the Settlement. If you wish to object to the Settlement Agreement, you or your attorney must send to the Settlement Administrator a written objection to the Settlement Agreement. All written objections and supporting papers must be submitted to the Settlement Administrator at [insert address and/or email]. All submissions must identify the case name and number (*Flores v. Diana Benyamin, Inc. et al.,* Case No. 24CV00945). Your written statement and all supporting materials must be submitted to the Court no later than [45 days from mailing]. You may also appear at the Fairness Hearing and make an oral objection with making a written objection. The Court retains the final authority with respect to consideration and admissibility of any Class Member objections.

15. What claims would I be giving up as a result of the settlement?

The following release agreement will be binding on you:

> By agreeing to participate in the class action and as a result of the settlement, you will release Defendants and their respective present and former parents, subsidiaries, and any affiliated or related persons or entiteis and each of their respective oficers, directorsr, employees, partners, shareholders, attorneys and agents and any other successors, assigns or legal representatives (the "Released Parties") from any and all demands, rights, liabilities, claims, and/or causes of action, known or unknown, for all the Labor Code sections alleged in Plaintiff's operative complaint that could have been brought based on the same set of facts during the Class Period, which includes claims for overtime pay, meal and rest break wages, unreimbursed business expenses, inaccurate itemized wage statements, waiting time penalties and violation of Business and Professions Code § 17200 *et seq*. (the "Released Claims"). The Released Claims include claims under the California Labor Code sections cited in

Plaintiff's pleadings, such as sections 201, 202, 203, 204, 210, 226, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197.1 and 2699.3, and Wage Order No. 5, and the Business and Professions Code cited in Plaintiffs' pleadings, such as sections 17200 *et seq.*, and 17023. The Released Claims include any right of Settlement Class Members to penalties for failure to pay wages, wage statement penalties, and PAGA penalties based on the California Labor Code sections cited in Plaintiff's pleadings.

16. How do I ask the Court to exclude me from the Class?

You may "opt out" of the Settlement Class by signing and mailing a request clearly stating your intention to be excluded from the Settlement Class. The statement must be mailed to the Settlement Administrator at the address below. Class Members who request to be excluded from the Settlement will NOT receive any money, nor will they have their claims released. The request must be signed by you and mailed to the Settlement Administrator postmarked on or before **[45 days from mailing]**. If you request to be excluded from the Settlement, you cannot submit objections as described in the next section.

If you wish to remain in the Class, you do not need to do anything at this time. You only need to take action if you do not wish to be included in the Class Action.

PROHIBITION AGAINST RETALIATION

17. Will I be retaliated for cashing my settlement check?

No. California law prohibits retaliation by an employer against any person who participates in or assists in the litigation of an overtime lawsuit, such as this one. The Court will not tolerate retaliation if you choose to take part in this lawsuit. Your participation in this lawsuit will in no way affect your employment relationship with Defendants or any other employer.

THE LAWYERS REPRESENTING THE CLASS

18. Do I have a lawyer in this case?

The Court decided that the Wynne Law Firm and its lawyers are qualified to represent you and all Class Members. The Wynne Law Firm and its attorneys are referred to as "Class Counsel." They are experienced in handling similar cases. More information about Wynne Law Firm, its practice, and its lawyers' experience is available at www.wynnelawfirm.com or by calling 415-461-6400.

Class Counsel's contact information is as follows:

Edward J. Wynne
ewynne@wynnelawfirm.com
George R. Nemiroff
gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Suite 3G
Larkspur, CA 94939
Telephone: (415) 461-6400
Facsimile: (415) 461-3900

FINAL SETTLEMENT

19. How and when will the Court provide final approval of the settlement?

You have the opportunity to be heard at the Final Settlement Hearing. The hearing will be held on ___________, 2026 at ___________ in Santa Cruz County Superior Court, located at 701 Ocean Street, Santa Cruz, California 95060 at Department 10 to determine whether the proposed Settlement is fair, reasonable, and adequate. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing unless you object to the proposed settlement. All written objections will be considered by the Court regardless of whether the objector attends the hearing.

20. When will I get my settlement check?

If there are no objections to the settlement and the Court provides final approval, the checks will be mailed out upon completion of the installment plan as set forth in the Settlement.

GETTING MORE INFORMATION

21. Are more details available?

If you wish to review the Court's docket in this case, you may do so by visiting the DomainWeb, the Court's public access website. To do this, direct your browser to https://www.santacruz.courts.ca.gov/online-services/case-lookup

After arriving at the website, click the "available here" link, then select "Smart Search," then enter 24CV00945 as the case number and click "Submit." Images of every document filed in the case may be viewed through the "Register of Actions". You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT B

Edward J. Wynne (SBN 165819)
ewynne@wynnelawfirm.com
George Nemiroff (SBN 262058)
gnemiroff@wynnelawfirm.com
WYNNE LAW FIRM
80 E. Sir Francis Drake Blvd., Ste. 3G
Larkspur, CA 94939
Telephone (415) 461-6400
Facsimile (415) 461-3900

Plaintiffs' Counsel for EDGAR FLORES

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CRUZ

EDGAR FLORES, individually and on behalf of other members of the general public similarly situated, Plaintiff, vs. DIANA BENYAMIN, INC. dba MOUNTAIN MIKE'S PIZZA-SANTA CRUZ & MOUNTAIN MIKE'S PIZZA-WATSONVILLE, a California corporation, MANNA 4 U, INC., a California corporation, DIANA BENYAMIN, an individual, ABSHALIM BENYAMIN, an individual, ILMAR BENYAMIN, an individual, WALTER ESALOO, an individual, ESTER ESALOO, an individual, and DOES 1 through 50, inclusive, Defendants.	Case No.: 24CV00945 **STIPULATED JUDGMENT**

IT IS HEREBY STIPULATED by and between Edgar Flores, on behalf of himself and others similarly situated, and Defendants Diana Benyamin, Inc. (dba) Mountain Mike's Pizza Santa Cruz, Manna 4 U, Inc. (dba) Mountain Mike's Pizza Watsonville, Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo ("Defendants") that, upon submission of a written declaration, under penalty of perjury, showing of all of the following:

1. That Defendants failed to make one or more payments due under the Settlement Agreement and Release executed as on October 28, 2025, attached hereto as Exhibit A.

2. That Plaintiffs have provided written notice of the default in accordance with the Settlement Agreement and Release dated October 28, 2025; and,

3. That, following receipt of notice, Defendants have failed to cure the default.

Judgment may be entered in favor of Plaintiff Edgar Flores and against Defendants Diana Benyamin, Inc. (dba) Mountain Mike's Pizza Santa Cruz, Manna 4 U, Inc. (dba) Mountain Mike's Pizza Watsonville, Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo, jointly and severally, for the sum of Two Hundred Thousand Dollars ($200,000), plus simple interest at the legal rate of 10% per annum on the outstanding balance, less all amounts previously paid.

Any court-filed papers or other notices in support of an *ex parte* application to enter the Judgment shall be served on Defendants' counsel of record.

Plaintiff shall be entitled to an award of reasonable attorney fees and costs incurred in seeking to enter the Judgment.

Date: November 14, 2025

WYNNE LAW FIRM

GEORGE NEMIROFF, ESQ.

Date: November 14, 2025

FORUM LAW PARTNERS LLP

R. JEFFREY NEER, ESQ.
Attorneys for Defendants

Dated: [redacted], 2025

DEFENDANT, DIANA BENYAMIN, INC. (DBA) MOUNTAIN MIKE'S PIZZA SANTA CRUZ

BY:
TITLE:

Dated: [redacted], 2025

DEFENDANT, MANNA 4 U, INC. (DBA) MOUNTAIN MIKE'S PIZZA WATSONVILLE

BY:
TITLE:

Dated: [redacted], 2025

DEFENDANT, DIANA BENYAMIN

Dated: [redacted], 2025

DEFENDANT, ABSHALIM BENYAMIN

Dated: [redacted], 2025

DEFENDANT, ILMAR BENYAMIN

Dated: [redacted], 2025

DEFENDANT, ESTHER ESALOO

Esther J. Esaloo

____

Dated: [redacted], 2025

DEFENDANT, WALTER ESALOO

____

Having reviewed and considered the Declaration submitted in support of the request for entry of Stipulated Judgment, and finding that it fully complies with the terms of the Stipulated Judgment,

Judgment shall be, and hereby is, entered in favor of Plaintiff Edgar Flores, on behalf of himself and others similarly situated, against and against Defendants Diana Benyamin, Inc. (dba) Mountain Mike's Pizza Santa Cruz, Manna 4 U, Inc. (dba) Mountain Mike's Pizza Watsonville, Diana Benyamin, Abshalim Benyamin, Ilmar Benyamin, Esther Esaloo, and Walter Esaloo for the sum of Two Hundred Thousand Dollars ($200,000), plus simple interest at the legal rate of 10% per annum on the outstanding balance, less all amounts previously paid, plus attorney fees and costs in the amount of _________for a total judgment of _________________.

IT IS SO ORDERED

Dated: ____________, 202__

____
Judge of the Superior Court

EXHIBIT 2

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	75
Opt Out Rate	1%
Opt Outs Received	1
Total Class Claimants	74
Subtotal Admin Only	**$6,500.00**

Not-to-Exceed Total **$6,500.00**

For 75 Members

Pricing Good for Scope of Estimate Only

September 29, 2025

Case: Flores v. Mountain Mikes Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: George R. Nemiroff
Firm: Wynne Law Firm
Contact Number: 415-461-6400
Email: gnemiroff@wynnelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on **75** Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of $150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$100.00	1	$100.00
Programming Database & Setup	$100.00	1	$100.00
Toll Free Setup*	$136.05	1	$136.05
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$0.25	75	$18.75
		Total	**$386.80**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$100.00	2	$200.00
Data Merge & Duplication Scrub	$0.50	75	$37.50
Notice Packet & Opt-Out Form	$1.50	75	$112.50
Estimated Postage (up to 2 oz.)*	$0.69	75	$51.75
Static Website	$200.00	1	$200.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$1,601.75**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$50.00	2	$100.00
Skip Tracing Undeliverables	$1.50	15	$22.50
Remail Notice Packets	$1.50	15	$22.50
Estimated Postage	$0.69	15	$10.35
Programming Undeliverables	$50.00	2	$100.00
		Total	**$255.35**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$100.00	2	$200.00
Non Opt-Out Processing	$125.00	1	$125.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	1	$7.50
Case Manager	$85.00	2	$170.00
		Total	**$612.50**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$125.00	1	$125.00
Mail Class Checks *	$1.50	74	$111.38
Estimated Postage	$0.74	74	$54.95
		Total	**$1,181.32**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	2	$250.00
Remail Undeliverable Checks (Postage Included)	$1.50	15	$22.28
Case Associate	$55.00	3	$165.00
Reconcile Uncashed Checks	$100.00	3	$300.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	1	$85.00
Final Reporting & Declarations	$100.00	2	$200.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,240.00	1	$1,240.00
		Total	**$2,462.28**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$6,500.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.