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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ANDRES QUIJANO, an individual, on behalf
himself and all others similarly situated,

Plaintiff,

v.

SOUTH ITALIA HUNTINGTON BEACH, LP, a
California Limited Partnership, and DOES 1 TO
50,
Defendants.

CASE NO. 24STCV08676

**JOINT STIPULATION OF CLASS
SETTLEMENT AND RELEASE**

JOINT STIPULATION OF CLASS SETTLEMENT AND RELEASE

1 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

2 IT IS HEREBY STIPULATED, by and between Plaintiff ANDRES QUIJANO, on behalf of
3 himself and the Settlement Class Members, on the one hand, and Defendant SOUTH ITALIA
4 HUNTINGTON BEACH, LP (“Defendant”), on the other hand, and subject to the approval of the Court,
5 that the above-captioned lawsuit is hereby being compromised and settled pursuant to the terms and
6 conditions set forth herein (the “Stipulation” or “Agreement”).

7 **1. DEFINITIONS**

8 Unless otherwise defined herein, initial capitalized terms used in this Agreement shall have the
9 meanings set forth below:

10 1.1 “Class Counsel” means Martin E. Sullivan, Esq. of Sullivan Employment Law, P.C.

11 1.2 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and
12 resolution of this Lawsuit not to exceed one third (1/3) of the Gross Settlement Amount (or \$82,666.66),
13 subject to Court approval. The Court shall review the requested amount of the Class Counsel Award,
14 and the approved amount shall be paid from the Gross Settlement Amount. Any portion of the requested
15 Class Counsel Award that is not awarded to Class Counsel shall be retained within the Gross Settlement
16 Amount and distributed to Class Members as provided in this Agreement.

17 1.3 “Class Counsel Costs” means expenses and costs incurred by Class Counsel for Class
18 Counsel’s litigation and resolution of this Lawsuit not to exceed Seventeen Thousand Dollars (\$17,000).
19 The Court shall determine the amount of the Class Counsel Costs, and it shall be paid from the Gross
20 Settlement Amount. Any portion of the requested Class Counsel Costs that is not awarded to Class
21 Counsel shall be retained within the Gross Settlement Amount and distributed to Class Members as
22 provided in this Agreement.

23 1.4 The Class is defined as all individuals who are or were employed by Defendant as non-
24 exempt employees in California during the Class Period (the “Class” and “Class Members”).

25 1.5 “Class Information” means information regarding Settlement Class Members that
26 Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class
27 Information shall be provided as a password-protected, Microsoft Excel spreadsheet and shall include
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1 each Settlement Class Member's: (a) full name; (b) last known address; (d) Social Security Number; (g)
2 the Compensable Workweeks (as defined below); and (h) the PAGA Compensable Pay Periods (as
3 defined below). Because Social Security Numbers and other private information are included in the
4 Class Information, the Settlement Administrator shall maintain the Class Information in confidence, it
5 shall be transmitted in password-protected file(s), and access shall be limited to those with a need to use
6 the Class Information as part of the administration of the Settlement.

7 1.6 "Class Period" means the period of April 8, 2020, to the date of preliminary approval.

8 1.7 "Class Representative" means Plaintiff Andres Quijano.

9 1.8 "Class Representative Service Award" means the amount approved by the Court to be
10 paid to the Class Representative in recognition of his efforts and time as Class Representative, and in
11 consideration for his execution of a general release of all claims relating to or arising from his
12 employment with Defendant or its termination, and a comprehensive release and a Civil Code section
13 1542 waiver of the Class Representative's Released Claims relating to or arising from his employment
14 with Defendant or his termination. The Class Representative Service Award shall not exceed Seven
15 Thousand Dollars (\$7,000), and it shall be paid from the Gross Settlement Amount. Defendant does not
16 and will not object to a Class Representative Service Award in the amount of Seven Thousand Dollars
17 (\$7,000). Any portion of the requested Class Representative Service Award that is not awarded to
18 Plaintiff shall be retained within the Gross Settlement Amount and be distributed to Class Members as
19 provided in this Agreement.

20 1.9 Compensation Calculations for Class:

21 1.9.1 "Compensable Workweeks" means all weeks in which Participating Class
22 Members worked for Defendant during the Class Period.

23 1.10 Compensation Calculations for PAGA:

24 1.10.1 "PAGA Compensable Pay Periods" means all pay periods in which the
25 "Aggrieved Employees" worked for Defendant during the PAGA Period.

26 1.11 "Court" shall mean the California Superior Court for the County of Los Angeles.

27 1.12 "Defendant" means South Italia Huntington Beach, LP.
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1.13 “Defense Counsel” or “Counsel for Defendant” shall mean the law firm of ANNIGIAN RYAN LLP, including the attorneys James T. Ryan, Esq. and Erik M. Bressler, Esq.

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

1.15 “Estimated Individual Settlement Payment(s)” means the estimated amount payable to each Participating Class Member, as calculated pursuant to Paragraph 3.12.1 herein.

1.16 “Final Approval Hearing” means the hearing held on the motion for final approval of the Settlement.

1.17 “Final Judgment” means the Court’s entry of an order of judgment in this Lawsuit following the Court’s final approval of the Settlement.

1.18 “Individual Settlement Payment” means the amount payable to each Participating Class Member. The amount of the Individual Settlement Payment shall be calculated pursuant to Paragraph 3.12.1 herein.

1.19 “Lawsuit” means the wage-and-hour class action and PAGA representative action entitled *Andres Quijano v. South Italia Huntington Beach, LP*, now pending in the Los Angeles County Superior Court of California and designated as Case No. 24STCV08676.

1.20 “LWDA PAGA Allocation” means up to Six Thousand Dollars (\$6,000.00), representing 75% of the PAGA Allocation, paid from the Gross Settlement Amount, as the payment required for settlement of any claims under the California Private Attorneys General Act. The LWDA PAGA Allocation shall be paid, upon Court Approval, to the State of California’s Labor Workforce Development Agency (“LWDA”).

1.21 “Gross Settlement Amount” means the non-reversionary gross of Two Hundred Forty-

1 Eight Thousand Dollars and 0/100 (\$248,000.00), exclusive of employer-side payroll taxes which
2 Defendant shall pay separately. The Parties intend that the claims of all Participating Class Members
3 are settled for no more than the Gross Settlement Amount, inclusive of attorneys' fees, costs, and
4 expenses directly related to the Lawsuit (which includes all such fees and costs incurred to date, as well
5 as all such fees and costs incurred in documenting the settlement, providing any notices required as part
6 of the settlement, securing court approval of the settlement including any and all motions related thereto,
7 administering the settlement, and obtaining a judgment in the action), Class Representative Service
8 Award, the PAGA Allocation, and all costs of administration, including Settlement Administration fees.

9 1.22 "Net Settlement Amount" means the amount of monies available for distribution to
10 Participating Class Members who do not opt-out of the Settlement, determined by taking the Gross
11 Settlement Amount and subtracting amounts for Court-approved Class Counsel Award and Class
12 Counsel Costs, the PAGA Allocation, the Class Representative Service Award, the costs of settlement
13 administration. The Net Settlement Amount shall be allocated and distributed in its entirety to
14 Participating Class Members.

15 1.23 "Notice of Settlement" means the Notice of Class Action Settlement (substantially in the
16 form attached hereto as **Attachment 1**), which includes an estimated settlement share for each member
17 of the Class.

18 1.24 "Notice Packet" means the Notice of Class Action Settlement, Request for Exclusion,
19 and Objection Form (substantially in the form attached hereto as **Attachments 1-3**). The Notice Packet
20 shall contain instructions on how to opt-out of the Settlement, and how to object to the Settlement. The
21 Notice Packet shall be in English and Spanish, as Defendant has confirmed all putative class members
22 read and write either English or Spanish.

23 1.25 "PAGA" means the California Private Attorneys General Act, California Labor Code
24 section 2698, *et seq.*

25 1.26 "PAGA Period" means the time period of April 8, 2023, through to the date of
26 preliminary approval.

27 1.27 "PAGA Aggrieved Employee(s)" and "Aggrieved Employee(s)" mean any and all
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1 individuals who Defendant employed as an hourly non-exempt employee for Defendant during the
2 PAGA Period. All Aggrieved Employees are also Settlement Class Members and therefore, to the extent
3 Settlement Class Members are referenced herein, it includes Aggrieved Employees.

4 1.28 “PAGA Allocation” means up to Eight Thousand Dollars (\$8,000) allocated from the
5 Gross Settlement Amount for the compromise of claims brought under the PAGA. Per California Labor
6 Code section 2699(i), Six Thousand Dollars (\$6,000.00), representing 75% of the PAGA Allocation,
7 will be paid to the California’s Labor Workforce Development Agency. The remaining Two Thousand
8 Dollars (\$2,000.00), or any lesser amount ordered by the Court, representing 25% of the PAGA
9 Allocation, will be distributed to PAGA Aggrieved Employees as set forth in Paragraph 3.13.

10 1.29 “PAGA Settlement Amount” means 25% of the PAGA Allocation (Two Thousand
11 Dollars (\$2,000)), which will be distributed to PAGA Aggrieved Employees as described in Paragraphs
12 3.13 and 3.13.1.

13 1.30 “PAGA Penalties Payment” means the amount payable to each PAGA Aggrieved
14 Employee for the release of his or her Released PAGA Claims, regardless of whether the PAGA
15 Aggrieved Employee objects, opts out or otherwise excludes himself or herself from the Released Class
16 Claims. The amount of the PAGA Penalties Payment shall be calculated pursuant to Paragraphs 3.13
17 and 3.13.1 herein.

18 1.31 “Participating Class Member” means Settlement Class Members that do not submit a
19 valid and timely Request for Exclusion.

20 1.32 “Parties” means Plaintiff and Defendant, and “Party” shall mean either Plaintiff or
21 Defendant, respectively.

22 1.33 “Plaintiff” means Andres Quijano.

23 1.34 “Preliminary Approval” or “Preliminary Approval Date” means the date the Court enters
24 the Preliminary Approval Order.

25 1.35 “Preliminary Approval Order” means the Order granting preliminary approval of the
26 settlement.

27 1.36 “Released PAGA Claims” means all claims for penalties, fees, and costs Pursuant to the
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1 Labor Code Private Attorneys General Act of 2004 (“PAGA”) for violations of the California Labor
2 Code set forth in the operative complaint or the initiating PAGA notice letter, comprising Sections 201,
3 202, 203, 203.1, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 351, 353, 510, 512, 558,
4 558.1, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2084, that arose
5 during the PAGA Period.

6 1.37 “Released Class Claims” means all disputes, causes of action, and/or claims which are
7 pled or could have been pled in or arising from the factual allegations in the operative complaint, which
8 arose during the Class Period, including, but not limited to, claims for: (1) Failure to Pay All Minimum
9 Wages; (2) Failure to Pay All Overtime Wages; (3) Failure to Provide Rest Periods and Pay Missed Rest
10 Period Premiums; (4) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums; (5)
11 Failure to Maintain Accurate Employment Records; (6) Failure to Pay Wages Timely During
12 Employment; (7) Failure to Pay All Wages Earned and Unpaid at Separation; (8) Failure to Reimburse
13 for Necessary Business Expenditures; (9) Failure to Furnish Accurate Itemized Wage Statements; (10)
14 Conversion; (11) Accounting; (12) Violations of California’s Unfair Competition Law (Bus. & Prof.
15 Code, §§ 17200–17210), and (13) all claims for liquidated damages, penalties, interest, attorneys’ fees,
16 and costs based on the foregoing. These Released Class Claims are identified under California Labor
17 Code §§ 201, 202, 203, 203.1, 204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 232, 232.5, 351, 353, 510,
18 512, 558, 558.1, 1102.5, 1174, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2084,
19 IWC Wage Orders, and UCL violations pursuant to Cal. Bus. & Prof. Code §17200 et seq. The Released
20 Class Claims also include any and all claims for relief alleged or sought in the Lawsuit, whether based
21 in statute, the California or U.S. constitutions, contract, or common law, including but not limited to,
22 any and all claims for damages, penalties, interest, attorney fees, litigation costs, and equitable relief.

23 1.38 “Released Parties” means Defendant South Italia Huntington Beach, LP and all of its
24 former and present employees, shareholders, partners, limited partners, officers, directors, managers,
25 agents, owners, attorneys, insurance carriers, parents, subsidiaries, divisions, partnerships, or affiliated
26 organizations, entities, partnerships, companies, and corporations (whether previously or hereafter
27 affiliated in any manner), Gianni Chiloiro, Alessandro Ciaccia, South Italia, LLC, Nardo LA, LP, Nardo
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Culver City, LP, and the respective predecessors, successors and assigns of all of the foregoing.

1.39 “Request for Exclusion” means a written and signed request by a Class Member to be excluded from the Settlement that is submitted in accordance with the procedure set forth herein, also known as an “opt-out request.”

1.40 “Response Deadline” means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Settlement Class Members and the last date on which Settlement Class Members may: (a) postmark, fax, or email Requests for Exclusion; or (b) serve Objections to the Settlement.

1.41 “Settlement” means the disposition of the Lawsuit pursuant to this Agreement.

1.42 “Settlement Account” means the account established pursuant to the terms of this Stipulation from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.43 “Settlement Administrator” means ILYM Group, Inc., XPand Legal Consulting LLC, or CPT Group, Inc.

1.44 “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for the administration of the Settlement, for all current and formerly employed Settlement Class Members. The Settlement Administration Costs amount is presently estimated not to exceed Twelve Thousand Dollars (\$12,000.00).

2. RECITALS

2.1 Description and Procedural Posture of the Litigation.

The Lawsuit was initiated on April 8, 2024, by Plaintiff in the form of a letter to the LWDA stating the intent to file a claim under PAGA, and a class complaint filed in the superior court. That Plaintiff then filed an amended complaint alleging PAGA violations on July 25, 2024. On October 14, 2024, the parties participated in a mediation with employment class action mediator Christopher Barnes, Esq. The mediation was not initially successful, however following ongoing negotiations with the mediator’s involvement over the following month, a resolution in principle was made via a mediator’s proposal. The mediator’s proposal required the Parties to enter into a long form settlement agreement,

1 which is this Joint Stipulation of Class Settlement and Release.

2 2.2 Certification of the Settlement Class. The Parties stipulate and agree to the certification
3 of this Lawsuit for purposes of this Settlement only. Should the Settlement not become final and
4 effective as herein provided, class certification shall immediately be set aside (subject to further
5 proceedings on motion of any party to certify or deny certification thereafter). The Parties' willingness
6 to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
7 admissible in or considered in connection with, the issue of whether a class should be certified in a non-
8 settlement context in this Lawsuit and shall have no bearing on, and shall not be admissible or considered
9 in connection with, the issue of whether a class should be certified in any other lawsuit and/or arbitration.

10 2.3 Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the
11 expense and length of continued proceedings necessary to litigate their disputes through trial and through
12 any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of
13 further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel
14 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
15 Lawsuit, both generally and in response to Defendant's potential defenses thereto (many of which have
16 been shared during the course of the Parties' settlement negotiations), and potential difficulties in
17 establishing damages and entitlement to monetary recovery for the Settlement Class Members. Plaintiff
18 and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that
19 confers substantial relief upon Settlement Class Members based on the terms set forth herein. Based on
20 the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this
21 Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement
22 Class Members.

23 2.4 Defendant's Reasons for Settlement. Despite continuing to contend that it is not liable
24 for any of the claims set forth by Plaintiff in the Lawsuit, Defendant has, nonetheless, agreed to settle in
25 the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the
26 Lawsuit. Defendant has concluded that any further defense of this litigation would be protracted and
27 expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant have been
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and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement.

2.5 Settlement Class Members' Claims. Settlement Class Members have claimed and continue to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement (and exhibits/attachments hereto) and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

2.6 Defendant's Defenses. Defendant has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.

2.7 Gross Amount Payable by Defendant. Under the terms of this Settlement, the gross amount payable by Defendant shall not exceed the Gross Settlement Amount of Two Hundred Forty-Eight Thousand Dollars and 0/100 (\$248,000.00), which is exclusive of any employer-side payroll taxes and other required employer withholdings, including but not limited to FICA and FUTA contributions., which Defendant shall pay separately. There shall be no reversion to Defendant.

3. TERMS OF AGREEMENT

The Parties agree as follows:

3.1 The “Class” consists of approximately 150 individuals, subject to confirmation via business records upon close of the Class Period.

3.2 Releases Given by Plaintiff and the Settlement Class.

3.2.1 As To All Participating Class Members. As of the Effective Date, all Participating Class Members in Settlement Class release the Released Parties from the Released Class Claims for the Class Period.

1 3.2.2 PAGA Release. The Parties acknowledge and agree that Plaintiff was deputized
 2 by the State of California, pursuant to PAGA, to negotiate and compromise the Released PAGA Claims
 3 on behalf of any and all “Aggrieved Employees” as defined in Labor Code section 2699(c), subject to
 4 the approval procedure set forth in Labor Code section 2699(l). Therefore, as of the Effective Date, all
 5 eligible Settlement Class Members, including Plaintiff and any other Aggrieved Employees, and the
 6 State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

7 3.2.3 General Release of Claims, Known and Unknown, Between the Class
 8 Representative and Defendant. Plaintiff releases and discharges all Released Parties from any and all
 9 claims, including but not limited to: Any and all wage-and-hour claims arising under the laws of the
 10 State of California, including, without limitation, statutory, constitutional, contractual, and/or common
 11 law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties,
 12 liquidated damages, and/or punitive damages (including, without limitation, claims under any applicable
 13 Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, or any other
 14 provision of the California Labor Code); Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981;
 15 the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family
 16 Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the
 17 Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as
 18 amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*); the
 19 California Fair Employment and Housing Act; the California Government Code; the California Labor
 20 Code, any state, civil, or statutory laws, including any and all human rights laws and laws against
 21 discrimination; any other federal, state, or local statutes, codes, or ordinances; any common law, contract
 22 law, or tort law cause of action; and any claims for interest, attorneys’ fees, and/or costs.

23 Plaintiff expressly waives the protections of California Civil Code section 1542, which reads as
 24 follows:

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

1 3.3 Tax Liability. The Parties make no representations as to the tax treatment or legal effect
2 of the payments called for hereunder, and Settlement Class Members are not relying on any statement
3 or representation by the Parties in this regard. Settlement Class Members understand and agree that they
4 will be responsible for the payment of any taxes and penalties assessed on the payments described herein.

5 3.4 No Knowledge of Other Claims. Class Counsel and Plaintiff agree and represent that
6 they are not aware of any claim that could have been brought against Defendant by any person or entity,
7 other than the claims that were alleged or could have been alleged in the Lawsuit or could have been
8 alleged based on the facts alleged in the Lawsuit or arising out of the circumstances giving rise to the
9 Lawsuit.

10 3.5 Settlement Approval and Implementation Procedures. As part of this Settlement, the
11 Parties agree to the following procedures for obtaining the Court's preliminary approval of the
12 Settlement, certifying a Settlement Class, notifying Settlement Class Members of the Settlement,
13 obtaining the Court's final approval of the Settlement, and processing the Individual Settlement
14 Payments and PAGA Penalties Payments.

15 3.5.1 Preliminary Approval and Certification. Plaintiff will submit this Stipulation to
16 the Court for its preliminary approval, without objection from Defendant. Such submission will include
17 this Agreement, the proposed Notice Packet, attached hereto as Attachments 1-3, and any motions,
18 memoranda and evidence as may be necessary for the Court to determine that this Agreement is fair,
19 adequate, and reasonable. The Parties agree to request the Court to enter an order approving the
20 certification of a provisional Settlement Class after the preliminary approval hearing in accordance with
21 California Rules of Court, Rule 3.769(c).

22 3.5.2 Class Information. No more than ten (10) calendar days after the entry of the
23 Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class
24 Information for purposes of mailing Notice Packets to Settlement Class Members.

25 3.5.3 Efforts to Locate Settlement Class Members. The Parties agree that locating and
26 contacting Settlement Class Members who are former employees of Defendant are an important and
27 material aspect of the Settlement. To further the Parties' efforts to locate Settlement Class Members,
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1 the Parties agree that, upon receipt of the Class Information, the Settlement Administrator will utilize
2 the best practicable means available for purposes of verifying and/or updating the current address and
3 telephone numbers for all formerly employed Settlement Class Members. The address(es) identified by
4 the Settlement Administrator as the current mailing address shall be presumed to be the best mailing
5 address for each Settlement Class Member. The cost of diligently attempting to find the best contact
6 information of the Settlement Class Members shall be included in the Settlement Administration Costs
7 and Defendant shall not, under any circumstances, be required to pay any additional funds for the
8 investigatory duties to be performed by the Settlement Administrator.

9 3.5.4 Notice By First Class U.S. Mail. No more than seven (7) calendar days after
10 receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall
11 mail copies of the Notice Packet to all Settlement Class Members by regular First-Class U.S. Mail. It
12 will be conclusively presumed that, if an envelope so mailed has not been returned by the Response
13 Deadline, the Settlement Class Member received the Notice Package.

14 3.5.5 Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding
16 address affixed thereto, if any. If no forwarding address is provided, the Settlement Administrator shall
17 make any further reasonable efforts to obtain an updated mailing address within five (5) business days
18 of the date of the return of the Notice Packet. If an updated mailing address is identified, the Settlement
19 Administrator shall resend the Notice Packet to the Settlement Class Member. Settlement Class
20 Members to whom Notice Packets are resent after having been returned undeliverable to the Settlement
21 Administrator shall have fourteen (14) calendar days thereafter or until the Response Deadline has
22 expired, whichever is later, to mail, fax, or email the Request for Exclusion, or serve a Notice of
23 Objection. Notice Packets that are resent shall inform the recipient of this adjusted deadline. The date
24 of the postmark on the Request for Exclusion, either based on the date on the return envelope, the date
25 of the fax stamp, or the date of the email transmission, shall be the exclusive means used to determine
26 whether a Settlement Class Member has timely returned his/her Exclusion Form on or before the
27 adjusted deadline. Unless otherwise agreed by the Parties, a Request for Exclusion shall be deemed
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1 valid only if it is signed by the Settlement Class Member and postmarked or fax- or email-stamped on
2 or before the adjusted deadline. If a Settlement Class Member's Notice Packet is returned to the
3 Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not
4 be re-mailed.

5 3.5.6 Compliance with the procedures specified in paragraphs 3.5.3 through 3.5.5
6 herein shall constitute due and sufficient notice to Settlement Class Members of this Settlement and
7 shall satisfy the requirement of due process. Nothing else shall be required of, or done by, the Parties,
8 Class Counsel, and Defense Counsel to provide notice of the proposed settlement.

9 3.6 Claim Disputes. Settlement Class Members will have the opportunity, should they
10 disagree with the Compensable Workweeks, to challenge the number of Compensable Workweeks
11 allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by
12 communicating with the Settlement Administrator via fax, email or mail. The Settlement Administrator
13 must encourage the challenging Class Member to submit supporting documentation. In the absence of
14 any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks
15 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
16 Settlement Administrator's determination of each Class Member's allocation of Workweeks shall be
17 final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall
18 promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class
19 Counsel and the Settlement Administrator's determination of the challenges.

20 3.7 Exclusions (Opt-Outs) from Released Class Claims. The Notice Packet shall state that
21 Settlement Class Members who wish to exclude themselves from the Released Class Claims must submit
22 a Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the
23 name, address, telephone number and the last four digits of the Social Security number of the person
24 requesting exclusion, (2) must be signed by the Settlement Class Member, and (3) must be postmarked
25 or fax- or email-stamped by the Response Deadline and returned to the Settlement Administrator at the
26 specified address, fax number or email address. If the Request for Exclusion does not contain the
27 information listed in (1)-(2), it will not be deemed valid for exclusion from this Settlement, except a
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1 Request for Exclusion form not containing a Settlement Class Member's telephone number and/or last
2 four digits of the Social Security number will be deemed valid. The date of the postmark on the Request
3 for Exclusion, either based on the date on the return mailing envelope, date of the fax stamp, or date of
4 email transmission, shall be the exclusive means used to determine whether a Request for Exclusion has
5 been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement
6 Class will not be entitled to any recovery under the Settlement, except for the PAGA Penalties Payment,
7 and will not be bound by the terms of the Settlement, except for the Released PAGA Claims, or have
8 any right to object, appeal or comment thereon. Settlement Class Members who receive a Notice Packet
9 but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
10 bound by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is
11 approved by the Court. No later than ten (10) calendar days after the Response Deadline, the Settlement
12 Administrator shall provide counsel for Defendant with a complete list of all members of the Settlement
13 Class who have timely submitted Requests for Exclusion. At no time shall any of the Parties or their
14 counsel seek to solicit or otherwise encourage members of the Settlement Class to submit Requests for
15 Exclusion from the Settlement. Any Settlement Class Member who submits a valid and timely Request
16 for Exclusion shall forfeit his/her right to receive an Individual Settlement Payment under this
17 Agreement, the amount of which will be returned to the Gross Settlement Amount to be thereafter re-
18 distributed in accordance with the terms of this Agreement.

19 3.8 Objections. The Notice Packet shall state that Settlement Class Members who wish to
20 object to the Settlement must submit a signed, written statement of objection ("Notice of Objection") by
21 the Response Deadline to the Settlement Administrator. Settlement Class Members may, but are not
22 required, to use the Objection Form provided as **Attachment 3** in the Notice Packet. The postmarked
23 date of the mailing or fax or email stamp shall be the exclusive means for determining that a Notice of
24 Objection was served timely. The Notice of Objection must be signed by the Settlement Class Member
25 and state: (1) the full name of the Settlement Class Member; (2) current address of the Settlement Class
26 Member; and (3) the basis for the objection. However, in the discretion of the Court, any Class Member,
27 or person purporting to object on behalf of any Class Member, may be received or considered by the
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1 Court at the Final Approval Hearing, regardless of whether a written notice of objection is filed or
2 delivered to the Parties. At no time shall any of the Parties or their counsel seek to solicit or otherwise
3 encourage Settlement Class Members to file or serve written objections to the Settlement, or to opt out
4 of the Settlement, or to appeal from the Order and Final Judgment. Class Counsel shall not represent
5 any Settlement Class Members with respect to any such objections.

6 3.9 No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their
7 best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel
8 seek to solicit or otherwise encourage Settlement Class Members to submit or file objections to the
9 Settlement, Requests for Exclusion from the Settlement, or an appeal from the Court's Final Judgment.

10 3.10 Uncashed Checks. The entirety of the Net Settlement Amount will be paid to
11 Participating Class Members. There is no residual or reversion. This settlement does not contemplate
12 a claims process. As such, all monetary amounts will be claimed and distributed to Participating Class
13 Members. In the event that a Class Member Payment check is not cashed within 180 calendar days from
14 the date initially mailed by the Settlement Administrator, such funds shall be distributed to the State of
15 California's Unclaimed Property Fund to be held in the name of each expired check payee, thereby
16 leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section
17 384, subd. (b). In such event, release of Released Claims will remain binding upon the affected
18 Settlement Class Member. The Settlement Administrator will cancel all checks not cashed by the void
19 date. All uncashed Individual PAGA Payments will be distributed to the LWDA. The requirement that
20 any uncashed Class Member checks be distributed to the State of California's Unclaimed Property Fund
21 to be held in the name of each expired check payee pursuant to applicable unclaimed property laws and
22 distribution of uncashed Individual PAGA Payments to the LWDA are not material terms of this
23 Settlement and an order from the Court requiring the Parties to distribute unclaimed funds to a cy pres
24 shall not give rise to a basis on which to abrogate the settlement provided that no "unpaid residue"
25 remains within the meaning of California Code of Civil Procedure section 384. In the event the Court
26 determines that a different cy pres is required, the Parties agree to not submit such monies to the State
27 of California's Unclaimed Property Fund and instead shall submit the funds to Bet Tzedek, located at
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1 3250 Wilshire Blvd., 13th Floor, Los Angeles, CA 90010

2 3.11 Funding and Allocation of Settlement. Defendant is required to pay the Gross Settlement
3 Amount of Two Hundred and Forty-Eight Thousand Dollars (\$248,000) within ten (10) calendar days
4 after the date final approval of the settlement is granted. Defendant shall provide the funds for the
5 Settlement to the Settlement Administrator by certified check or by wire transfer. The Settlement
6 Administrator shall deposit the funds in the Settlement Account.

7 3.11.1 No more than five (5) business days after the Settlement is fully funded, the
8 Settlement Administrator will provide Defendant with an accounting of all anticipated payments and
9 awards from the Settlement Account. Payments from the Settlement Account shall be made for: (1) the
10 Individual Settlement Payments to Participating Class Members; (2) the PAGA Penalties Payments to
11 Class Members (3) the Class Representative Service Award, as specified in this Agreement and
12 approved by the Court; (3) Class Counsel Award and Costs, as specified in this Agreement and approved
13 by the Court; (4) the Settlement Administration Costs, as specified in this Agreement and approved by
14 the Court; (5) and the LWDA PAGA Allocation, as specified in this Agreement and approved by the
15 Court.

16 3.12 Individual Settlement Payments. Individual Settlement Payments shall be paid pursuant
17 to the formula set forth in Paragraph 3.12.1 herein. Individual Settlement Payments shall be mailed by
18 regular First-Class U.S. Mail to Participating Class Members' last known mailing address within ten
19 (10) business days after the funding of the Settlement is completed. Individual Settlement Payments
20 reflect settlement of a dispute regarding wages and interest/penalties. Individual Settlement Payments
21 will be made as follows: twenty (20) percent as wages (a W-2 will be issued), and eighty (80) percent
22 as interest and penalties (a 1099 will be issued). The "wage" portion of each Individual Settlement
23 Payment will be reduced by any legally mandated deductions for payroll taxes or other required
24 employee-side withholdings. However, should the Court determine that a higher allocation to wages be
25 required from the Gross Settlement Amount, this reallocation shall not be a valid basis for Defendant to
26 rescind the Settlement, which shall remain legally binding and enforceable on the Parties. Defendant
27 shall be responsible for funding any employer-related payroll taxes, which the Settlement Administrator
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1 will transmit to the appropriate governmental agencies. The Settlement Administrator shall issue the
2 appropriate tax documents associated with the Individual Settlement Payments, including an IRS Form
3 W-2 for the amounts allocated as “wages” and an IRS Form 1099 for the amounts allocated as
4 “interest/penalties.”

5 3.12.1 Calculation of Individual Settlement Payments. The Individual Settlement
6 Payments payable to each Participating Class Member shall be determined as follows:

7 3.12.1.1 “Total Compensable Workweeks” is the sum of all workweeks that
8 Participating Class Members worked for Defendant during the Class Period.

9 3.12.1.2 The dollars per compensable workweek (“Class Workweek Value”) will be
10 calculated by dividing the Net Settlement Amount by the Total Compensable
11 Workweeks. The Class Workweek Value will be multiplied by each
12 Participating Class Member’s number of Compensable Workweeks worked
13 as a member of the Class during the Class Period to determine the distribution,
14 prior to legal deductions, for that Participating Class Member.

15 3.12.1.3 Individual Settlement Payments for Participating Class Members will be
16 reduced by any required legal deductions for each Settlement Class Member.

17 3.13 PAGA Penalties Payments. PAGA Penalties Payments shall be paid pursuant to the
18 formula set forth in Paragraph 3.13.1 herein. PAGA Penalties Payments shall be mailed by regular First-
19 Class U.S. Mail to PAGA Aggrieved Employees’ last known mailing address within ten (10) business
20 days after the funding of the Settlement is completed. The PAGA Penalties Payments are considered to
21 be penalties and will be paid out without reduction for any taxes or other withholdings, and will be
22 reported on an IRS Form 1099 (if required). The Settlement Administrator shall issue the appropriate
23 tax documents associated with the PAGA Penalties Payments.

24 3.13.1 Calculation of PAGA Penalties Payments. The PAGA Penalties Payments
25 payable to each Aggrieved Employee shall be determined as follows:

26 Compensable Pay Periods will be the sum of all pay periods in which
27 Aggrieved Employees worked at Defendant during the PAGA Period. The
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dollars per Compensable Pay Period (“Pay Period Value”) will be calculated by dividing the PAGA Settlement Amount by the total Compensable Pay Periods. The Pay Period Value will be multiplied by the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period to determine the distribution for that Aggrieved Employee.

3.14 Except for the Class Representative, Settlement Class Members are not eligible to receive any compensation other than an Individual Settlement Payment and PAGA Penalties Payment. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance. After that time, the total amount of any individual unclaimed checks shall be distributed pursuant to section 3.10. No benefit, including but not limited to 401(k), shall increase or accrue as a result of any payment made as a result of this settlement.

3.15 Class Representative Service Award. Class Counsel presently intends to seek a Class Representative Service Award for Plaintiff in an amount not to exceed Seven Thousand Dollars (\$7,000.00), or such lesser amount as may be approved by the Court, for service and assistance to the Class. Any amount of the requested Class Representative Service Award that is not awarded by the Court shall be included in the Net Settlement Amount. The Class Representative Service Award is intended as consideration for the general release of all Released Statutory Claims and Released PAGA Claims, and for the time, effort, risk, and burden of bringing and prosecuting this matter. The Class Representative Service Award shall be paid to Plaintiff from the Gross Settlement Amount no later than ten (10) business days after funding of the Settlement is completed. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for his Class Representative Service Award. The Class Representative Service Award shall be in addition to Plaintiff’s Individual Settlement Payment and PAGA Penalties Payment. In the event that the Court awards less than the requested amount of the Class Representative Service Award, then any portion of the requested amount not awarded to any Plaintiff shall be included in the Net Settlement Amount before it is distributed as provided in this Agreement. In the event the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke his agreement to the Settlement, which shall

1 remain legally binding and enforceable on the Parties.

2 3.16 Class Counsel Award and Costs. Class Counsel presently intends to seek an award for
3 attorneys' fees not to exceed one third (1/3) of the Gross Settlement Amount or Eighty-Three Thousand
4 Three Hundred and Thirty-Three Dollars and Thirty-three Cents (\$83,333.33), and Class Counsel Costs
5 not to exceed Seventeen Thousand Dollars (\$17,000), as supported by declarations from Class Counsel,
6 from the Gross Settlement Amount. Class Counsel shall be paid any Court-approved fees and costs no
7 later than ten (10) business days after the Settlement is fully funded. Class Counsel shall be solely and
8 legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
9 Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made
10 pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel
11 any particular amount in attorneys' fees and costs. In the event the Court reduces or does not approve
12 the requested Class Counsel Award and/or Class Counsel Costs, the Settlement shall remain legally
13 binding and enforceable on the Parties. Any amount requested by Class Counsel for the Class Counsel
14 Award and Class Counsel Costs and not granted by the Court shall be included in the Net Settlement
15 Amount before it is distributed as provided in this Agreement.

16 3.17 LWDA PAGA Allocation. Subject to Court approval, the Parties shall allocate a total of
17 Eight Thousand Dollars (\$8,000.00) for the PAGA claims from the Gross Settlement Amount, with
18 \$6,000.00 representing seventy-five (75) percent of this PAGA Allocation for payment to the California
19 LWDA for the compromise of claims brought under the Private Attorneys General Act of 2004, Cal.
20 Lab. Code § 2698 *et seq.* The Parties agree that the LWDA PAGA Allocation shall be paid to the State
21 of California's Labor and Workforce Development Agency from the Gross Settlement Amount by the
22 Settlement Administrator no later than ten (10) business days after the Settlement is fully funded. It is
23 intended by the Parties that the LWDA PAGA Allocation shall satisfy the distribution requirements of
24 Cal. Lab. Code § 2698 *et seq.* If the Court awards a lesser amount for the PAGA Allocation, then the
25 LWDA PAGA Allocation shall be adjusted to seventy-five (75) percent of the Court-approved amount
26 and any remaining portion shall be distributed to Settlement Class Members as provided in this
27 Agreement.

1 3.18 Settlement Administration Costs. The Settlement Administrator shall be paid for the
2 costs of administration of the Settlement from the Gross Settlement Amount. Such costs of
3 administration are not to exceed twelve thousand dollars (\$12,000.00). No fewer than thirty (30) days
4 prior to the Final Approval Hearing, the Settlement Administrator shall provide the Parties with a
5 statement detailing the costs of administration and declaration of due diligence and proof of mailing.
6 The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make
7 payments, credits and disbursements, including payments and credits in the manner set forth herein, to
8 Settlement Class Members calculated in accordance with the methodology set out in this Agreement and
9 orders of the Court. The Parties agree to cooperate in the Settlement Administration process and to
10 make all reasonable efforts to control and minimize the cost and expenses incurred in administration of
11 the Settlement. The Parties each represent they do not have any financial interest in the Settlement
12 Administrator or otherwise have a relationship with the Settlement Administrator that could create a
13 conflict of interest. The Settlement Administrator shall be responsible for: processing and mailing
14 payments to the Plaintiff, Class Counsel, Settlement Class Members, and the LWDA; printing and
15 mailing the Notice Packets to the Settlement Class Members as directed by the Court; receiving and
16 reporting the Requests for Exclusion submitted by Settlement Class Members; providing declaration(s)
17 as necessary in support of preliminary and/or final approval of this Settlement; payment of all applicable
18 employer payroll taxes and reporting of such payments; and other tasks as the Parties mutually agree or
19 the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
20 Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally
21 mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this
22 Agreement shall be prepared by the Settlement Administrator. Any expenses incurred in connection
23 with such preparation shall be a cost of administration of the Settlement. The Settlement Administrator
24 shall be paid the Settlement Administration Costs no later than fifty (50) calendar days after the
25 Settlement is fully funded.

26 3.19 Final Approval Hearing. At a reasonable time following the Response Deadline, the
27 Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the Court shall
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determine amounts properly payable for: (i) the Class Counsel Award and Costs; (ii) the Class Representative Service Award; (iii) Individual Settlement Payment; (iv) the PAGA Penalties Payments; (v) the LWDA PAGA Allocation; and (vi) the Settlement Administration Costs.

3.20 Entry of Final Judgment. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall request that the Court enter the Final Judgment after the Settlement has been fully funded, with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment. No later than one hundred and twenty (120) days after the Effective Date, the Settlement Administrator shall provide proof of payment of settlement awards, service award, attorneys' fees and costs (if Settlement is Effective).

3.21 Nullification of Settlement Agreement. With the exception of any modification or reduction to the Class Counsel Award and Costs, Class Representative Service Award, Settlement Administrator fees, or PAGA Allocation, in the event: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any monetary amounts to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the date of the mediation, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review in this action is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

3.22 No Admission By the Parties. Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and

1 shall not be used against Defendant as an admission or indication with respect to any claim of any fault,
2 concession, or omission by Defendant.

3 3.23 Exhibits/Attachments and Headings. The terms of this Agreement include the terms set
4 forth in any attached Exhibits/Attachments, which are incorporated by this reference as though fully set
5 forth herein. Any Exhibits/Attachments to this Agreement are an integral part of the Settlement. The
6 descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of
7 reference only and do not constitute a part of this Agreement.

8 3.24 Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Lawsuit,
9 subject to necessary compliance with the Court's orders, except such proceedings necessary to
10 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
11 conducted by the Court.

12 3.25 Amendment or Modification. This Agreement may be amended or modified only by a
13 written instrument signed by counsel for all Parties or their successors-in-interest.

14 3.26 Entire Agreement. This Agreement and any attached Attachments constitute the entire
15 Agreement among these Parties, and no oral or written representations, warranties or inducements have
16 been made to any Party concerning this Agreement or its Attachments other than the representations,
17 warranties, and covenants contained and memorialized in the Agreement and its Attachments.

18 3.27 Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement
20 and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms
22 of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts
23 to effect the implementation of the Settlement. In the event the Parties are unable to reach an agreement
24 on the form or content of any document needed to implement the Settlement, or on any supplemental
25 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek
26 the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf
27 of Defendant represent and warrant that they are authorized to sign this Agreement on behalf of
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1 Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has
2 not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

3 3.28 Binding Nature of Agreement. This Agreement shall be binding upon, and inure to the
4 benefit of, the successors, heirs, assigns and third-party beneficiaries of the Parties hereto, as previously
5 defined. To the extent permitted by law, the Settlement Class Members who do not opt-out of this
6 Settlement shall also be bound by this Agreement and any Judgment relating thereto.

7 3.29 California Law Governs. All terms of this Agreement and the Attachments hereto shall
8 be governed by and interpreted according to the laws of the State of California.

9 3.30 This Settlement is Fair, Adequate, and Reasonable. The Parties believe and stipulate that
10 this Settlement is a fair, adequate and reasonable settlement of this Lawsuit and have arrived at this
11 Settlement after extensive, arms-length, non-collusive negotiations, taking into account all relevant
12 factors, present and potential.

13 3.31 Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
14 respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all
15 orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit
16 to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement
17 embodied in this Agreement and all orders and judgments entered in connection therewith, pursuant to
18 Code of Civil Procedure section 664.6 and any other applicable rule or statute.

19 3.32 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
20 the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with
21 applicable precedents so as to define all provisions of this Agreement valid and enforceable.

22 3.33 Waiver of Certain Appeals. Provided the Final Judgment is consistent with the terms
23 and conditions of this Agreement, specifically including the Class Counsel Award and Costs set forth
24 in this Settlement, the Parties, Class Counsel, Defense Counsel, all Participating Class Members, and
25 all PAGA Members waive all rights to appeal from the Final Judgment, including all rights to post-
26 judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
27 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
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oppose such motions, writs or appeals. If an objector appeals the Final Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Final Judgment becomes final.

3.34 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Final Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain final approval and entry of Final Judgment. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representatives Service Payments or any payments to Class Counsel shall not constitute a material modification of the Final Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

3.35 Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to timely fulfill the terms and approval by the Court of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

3.36 Notices. Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Stipulation shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff: SULLIVAN EMPLOYMENT LAW, P.C. Martin E. Sullivan, Esq. 145 S. Spring Street, Suite 850 Los Angeles, CA 90012	To Defendant: ANNIGIAN RYAN LLP James T. Ryan jr@arllp.com 333 N. Indian Hill Blvd.
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Tel.: (323) 645-5470
martin@sullivanlawgrp.com

Claremont, CA 91711
Telephone: (909) 981-0475

3.37 No Execution by All Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the Released Class Claims and Released PAGA Claims and such shall have the same force and effect as if each Settlement Class Member executed this Stipulation.

3.38 Execution by Plaintiff. Plaintiff, by signing this Stipulation, is bound by the terms herein and further agrees not to request to be excluded from the Settlement and not to object to any terms of this Stipulation. Any such request for exclusion or objection shall therefore be void and of no force or effect.

3.39 The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive, arms-length, non-collusive negotiations and a neutrally-facilitated mediation between the Parties, and that this Stipulation shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Stipulation.

3.41 Counterparts. This Stipulation shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendant, and Defense Counsel may execute this Stipulation in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed agreement, including scans or PDF versions, shall be effective for all purposes as though the signatures contained therein were original signatures.

3.42. Publicity. Class Counsel and Class Representative agree to discuss the terms of this Settlement only in declarations submitted to the Court to establish Class Counsel's adequacy to serve as Class Counsel, in declarations submitted to the Court in support of the Motion for Preliminary Approval, the Motion for Final Approval, for Class Counsel Award, Class Counsel Costs, and any other pleading filed with the Court in conjunction with the Settlement, and in discussions with Class Members in the context of administering this Settlement until the Preliminary Approval Order is issued. Class Counsel and Class Representative agree that they shall not publish any press releases or press statements

regarding the Settlement, identify Defendant or Defense Counsel by name in any media including Class Counsel's website, or have any communications with the press or media about the Lawsuit or the Settlement. Class Representative, in response to inquiries, will state that that "the Action was resolved." This provision will not impede Class Counsel's ability to discharge fiduciary duties, including effectuating the terms of this Settlement.

3.43 Confidentiality Prior to Preliminary Approval. Class Representative, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

STIPULATED, AGREED, AND ACCEPTED.

DEFENDANT SOUTH ITALIA HUNTINGTON BEACH, LP

Print Name: Gianni Chiloiro

Date: 4/15/2025

Title: Partner

Signature:

Signed by:
Gianni Chiloiro
26C07A34A84940E...

PLAINTIFF ANDRES QUIJANO

Print Name: _____

Date: 4/11/2025

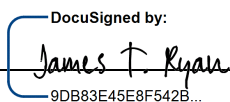
Signature: 

Approved as to Form by Counsel:

ANNIGIAN RYAN LLP
Counsel for Defendant

Print Name: James T. Ryan

Date: 4/16/2025

Signature: 
9DB83E45E8F542B...

SULLIVAN EMPLOYMENT LAW, P.C.
Counsel for Plaintiff

Print Name: _____

Date: 3/31/2025

Signature: 