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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

BRITTNEY LEANN EWING, as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of 2004, Plaintiff, v. DAMM FINE PIZZA LLC, a California limited liability company; and DOES 1 through 100, inclusive, Defendant.	CASE NO.: 24STCV17557 [Assigned for all purposes to the Hon. Elihu M. Berle in Dept. 6] **REPRESENTATIVE ACTION** **JOINT STIPULATION RE: PAGA SETTLEMENT** Action Filed: July 15, 2024 Trial Date: None Set

This Joint Stipulation re: PAGA Settlement ("Settlement," "Agreement" or "Settlement Agreement") is made by and between plaintiffs Brittney Leann Ewing ("Plaintiff Ewing"), Serenity Hudson ("Plaintiff Hudson"), Payton Blevins ("Plaintiff Blevins"), Rachel Gibbons ("Plaintiff Gibbons"), Shiela Velasquez ("Plaintiff Velasquez"), and Keyla Castillo-Rodriguez ("Plaintiff Rodriguez" and collectively, the "Plaintiffs"), individually, and on behalf of the Aggrieved Employees, on one hand; and defendant Damm Fine Pizza, LLC ("Defendant"), on the other hand. Plaintiffs and Defendant shall be, at times, collectively referred to as the "Parties." This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. "**Action**" means Plaintiffs' PAGA lawsuits, alleging wage and hour violations against Defendant, captioned *Ewing, et al. v. Damm Fine Pizza, LLC*, Case No. 24STCV17557, initiated on July 15, 2024, and pending in the Superior Court of the State of California, County of Los Angeles and *Hudson, et al. v. Damm Fine Pizza LLC,* Case No. STK-CV-UOE-202407636, initiated on June 28, 2024, and pending in the Superior Court of the State of California, County of San Joaquin.

1.2. "**Administrator**" means Phoenix Settlement Administrators, the neutral entity Plaintiffs have selected to administer the Settlement.

1.3. "**Administration Expenses Payment**" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "**Aggrieved Employees**" means all persons currently or formerly employed by Defendant, as non-exempt, hourly-paid employees, during the PAGA Period in the State of California (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

1.5. "**Aggrieved Employee Data**" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, dates of employment, and number of PAGA Pay Periods.

1.6. "**Aggrieved Employee Address Search**" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "**Court**" means the Superior Court of California, County of Los Angeles.

1.8. "**Defense Counsel**" means Andrea Rosenkranz and Rebecca Wilson of O'Hagan Meyer.

1.9. "**Effective Date**" shall mean the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. If no appeal is filed, the Effective Date shall occur 60 calendar days from entry of Judgment by the Court. If a timely appeal is filed, the Judgment shall become final on the date all appeals from the Judgment have been fully adjudicated. The occurrence of the Effective Date is a prerequisite to any obligation of Defendants to pay any funds into the Settlement Account and to any release of claims by Plaintiff and Aggrieved Employees under this Agreement.

1.10. "**Gross Settlement Amount**" means Five Hundred Thousand Dollars ($500,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator's Expenses Payment.

1.11. "**Individual PAGA Payment**" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "**Judgment**" means the judgment entered by the Court based upon the Final Approval.

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

1.14. "**LWDA PAGA Payment**" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "**Net Settlement Amount**" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "**PAGA Counsel**" means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group, P.C., and William M. Pao, Esq. of Wilshire Law Firm, PLC, the attorneys representing the Plaintiffs in the Action.

1.17. "**PAGA Counsel Fees Payment**" and "**PAGA Counsel Litigation Expenses Payment**" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action, as described in paragraph 3.2.1 below.

1.18. "**PAGA Pay Period**" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "**PAGA Period**" means the period from May 8, 2023 through October 16, 2025.

1.20. "**PAGA**" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.21. "**Ewing PAGA Notice**" means the May 8, 2024 letter that Plaintiff Ewing sent to Defendant and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.22. "**Hudson PAGA Notice**" means the June 20, 2024 letter that Plaintiff Hudson, Plaintiff Blevins, Plaintiff Gibbons, Plaintiff Velasquez, and Plaintiff Rodriguez sent to Defendant and the LWDA, providing notice pursuant to the Labor Code section 2699.3, subd. (a).

1.23. "**PAGA Penalties**" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount.

1.24. "**Plaintiffs**" means Brittney Leann Ewing, Serenity Hudson, Payton Blevins, Rachel Gibbons, Shiela Velasquez, and Keyla Castillo-Rodriguez, the named plaintiffs in the Action.

1.25. "**Approval Order**" means the proposed Court Order Granting Approval of PAGA Settlement.

1.26. "**Released PAGA Claims**" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

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

1.28. "**Settlement**" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Ewing gave timely written notices to Defendant and the LWDA by sending the PAGA Notice on May 8, 2024 ("Ewing PAGA Notice").

2.2. On July 15, 2024, Plaintiff Ewing commenced this Action by filing a Complaint (the "Operative Complaint"), alleging causes of action against Defendant for civil penalties under PAGA for the Labor Code violations alleged in the Ewing PAGA Notice ("Ewing PAGA Action"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Hudson, Plaintiff Blevins, Plaintiff Gibbons, Plaintiff Velasquez, and Plaintiff Rodriguez gave timely written notices to Defendant and the LWDA by sending the PAGA Notice on June 20, 2024 ("Hudson PAGA Notice").

2.4. On June 28, 2024, Plaintiff Hudson, Plaintiff Blevins, Plaintiff Gibbons, Plaintiff Velasquez, and Plaintiff Rodriguez filed their wage and hour class action lawsuit against Defendant in the Superior Court of San Joaquin, alleging: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide legally-compliant meal periods, (4) failure to provide legally-compliant rest periods, (5) failure to timely pay final wages, (6) failure to provide accurate wage statements, (7) failure to indemnify business-related expenses, (8) failure to produce requested employment records and (9) unfair business practices.

2.5. On February 5, 2025, Plaintiff Hudson, Plaintiff Blevins, Plaintiff Gibbons, Plaintiff Velasquez, and Plaintiff Rodriguez amended their class action complaint to add a single cause of action under PAGA, seeking penalties for the Labor Code violations alleged in their putative class action ("Hudson PAGA Action").

2.6. Defendant denies and continues to deny all of Plaintiffs' material allegations. Specifically, Defendant contends (1) it did not fail to pay the Class the minimum, straight time, regular rate, overtime, and/or sick pay; (2) it paid the Class for all hours worked; (3) it provided the Class with all meal periods according to law and/or paid meal period premiums; (4) it provided the Class with all rest breaks according to law and/or paid rest break premiums; (5) it did not fail to timely pay the Class wages due and owing during employment and/or upon separation; (6) it provided the Class with accurate itemized wage statements, consistent with Labor Code Section 226; (7) it properly maintained all payroll records; and (8) Defendant is not liable for damages, including civil penalties, attorneys' fees, or costs of litigation to the Class.

2.7. On July 18, 2025, the Parties participated in an all-day mediation presided over by Todd A. Smith, which resulted in the Parties accepting a mediator's proposal, and settling the Action, on July 24, 2025.

2.8. Prior to mediation, Plaintiffs obtained, through informal discovery: (1) time and payroll records of approximately 30% Aggrieved Employees; and (2) policy documents regarding the claims alleged.

3. <u>MONETARY TERMS</u>

3.1. **Gross Settlement Amount**. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $500,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. **To PAGA Counsel**: A PAGA Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, subject to escalation pursuant to section 8.1 of this Agreement and approval by the Court, which is currently estimated to be $175,000.00 and PAGA Counsel Litigation Expenses Payment of not more than $30,000,00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. There will be no additional charge of any kind to Aggrieved Employees or request for additional consideration from Defendant for such work unless, Defendant materially breach this Agreement, including any term regarding funding, and further efforts are necessary from PAGA Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement.

3.2.2. **To Plaintiffs:** Each Plaintiff shall receive $7,500.00 each for a Service Award for providing a full release and 1542 waiver.

3.2.3. **To the Administrator**: An Administrator Expenses Payment not to exceed $12,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $12,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. **To the LWDA and Aggrieved Employees**: PAGA Penalties to be paid from the Gross Settlement Amount.

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

4. <u>SETTLEMENT FUNDING PAYMENTS</u>

4.1. **Aggrieved Employee Pay Periods**. As of July 18, 2025, Defendant estimated that there are 726 Aggrieved Employees who worked a total of 13,542 PAGA Pay Periods during the proposed PAGA Period.

4.2. **Aggrieved Employee Data**. Within 14 days of the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee's privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. **Funding of Gross Settlement Amount**. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than one (1) month from the Effective Date or July 25, 2026, whichever is later.

4.4. **Payments from the Gross Settlement Amount**. Within 14 days after Defendant fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Ewing's Released Claims.** Ewing, individually and on behalf of Ewing's heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Ewing Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Ewing has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Ewing Released Parties. Ewing is not waiving any rights Ewing may have to: (i) Ewing's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under California Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5.2. To affect a full and complete general release as described above, Ewing expressly waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving § 1542. Section 1542 states:

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

5.3. Ewing understands and acknowledges the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all Ewing Released Parties, Ewing expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Ewing does not know or suspect to exist in Ewing's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Ewing warrants Ewing has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Ewing has consulted with or had the opportunity to consult with counsel of Ewing's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Ewing understands this Settlement Agreement and the § 1542 waiver, and so Ewing freely and knowingly enters into this Settlement Agreement. Ewing further acknowledges that Ewing later may discover facts different from or in addition to those Ewing now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Ewing agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Ewing expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Ewing relating thereto.

5.4. **Hudson's Released Claims.** Hudson, individually and on behalf of Hudson's heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Hudson Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Hudson has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Hudson Released Parties. Hudson is not waiving any rights Hudson may have to: (i) Hudson's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5.5. To affect a full and complete general release as described above, Hudson expressly waives and relinquishes all rights and benefits of § 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.**

5.6. Hudson understands and acknowledges the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Hudson expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Hudson does not know or suspect to exist in Hudson's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Hudson warrants Hudson has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Hudson has consulted with or had the opportunity to consult with counsel of Hudson's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Hudson understands this Settlement Agreement and the § 1542 waiver, and so Hudson freely and knowingly enters into this Settlement Agreement. Hudson further acknowledges that Hudson later may discover facts different from or in addition to those Hudson now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Hudson agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Hudson expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Hudson relating thereto.

5.7. **Blevins' Released Claims.** Blevins, individually and on behalf of Blevins' heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Blevins Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Blevins has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Blevins Released Parties. Blevins is not waiving any rights Blevins may have to: (i) Blevins' own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5.8. To affect a full and complete general release as described above, Blevins expressly waives and relinquishes all rights and benefits of § 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.**

5.9. Blevins understands and acknowledges the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Blevins expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Blevins does not know or suspect to exist in Blevins' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Blevins warrants Blevins has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Blevins has consulted with or had the opportunity to consult with counsel of Blevins' choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Blevins understands this Settlement Agreement and the § 1542 waiver, and so Blevins freely and knowingly enters into this Settlement Agreement. Blevins further acknowledges that Blevins later may discover facts different from or in addition to those Blevins now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Blevins agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Blevins expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Blevins relating thereto.

5.10. **Gibbons' Released Claims.** Gibbons, individually and on behalf of Gibbons' heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Gibbons Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Gibbons has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold against the Gibbons Released Parties or may have against the Gibbons Released Parties. Gibbons is not waiving any rights Gibbons may have to: (i) Gibbons' own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5.11. To affect a full and complete general release as described above, Gibbons expressly waives and relinquishes all rights and benefits of § 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.**

5.12. Gibbons understands and acknowledges the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Gibbons expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Gibbons does not know or suspect to exist in Gibbons' favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Gibbons warrants Gibbons has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Gibbons has consulted with or had the opportunity to consult with counsel of Gibbons' choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Gibbons understands this Settlement Agreement and the § 1542 waiver, and so Gibbons freely and knowingly enters into this Settlement Agreement.

Gibbons further acknowledges that Gibbons later may discover facts different from or in addition to those Gibbons now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Gibbons agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Gibbons expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described.

5.13. **Velasquez's Released Claims.** Velasquez, individually and on behalf of Velasquez's heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Velasquez Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Velasquez has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Velasquez Released Parties. Velasquez is not waiving any rights Velasquez may have to: (i) Velasquez's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5.14. To affect a full and complete general release as described above, Velasquez expressly waives and relinquishes all rights and benefits of § 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.

5.15. Velasquez understands and acknowledges the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Velasquez expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Velasquez does not know or suspect to exist in Velasquez's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Velasquez warrants Velasquez has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Velasquez has consulted with or had the opportunity to consult with counsel of Velasquez's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Velasquez understands this Settlement Agreement and the § 1542 waiver, and so Velasquez freely and knowingly enters into this Settlement Agreement. Velasquez further acknowledges that Velasquez later may discover facts different from or in addition to those Velasquez now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Velasquez agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Velasquez expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Velasquez relating thereto.

5.16. **Rodriguez's Released Claims.** Rodriguez, individually and on behalf of Rodriguez's heirs, executors, administrators, representatives, attorneys, successors and assigns, knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, the "Rodriguez Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which Rodriguez has, owns or holds, or claims to have, own or hold, or at any time prior to the Effective Date of this Agreement had, owned, or held, or claimed to have, own, or hold, or may have against the Rodriguez Released Parties. Rodriguez is not waiving any rights Rodriguez may have to: (i) Rodriguez's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5.17. To affect a full and complete general release as described above, Rodriguez expressly waives and relinquishes all rights and benefits of § 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.**

5.18. Rodriguez understands and acknowledges the significance and consequence of specifically waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and complete release and discharge of all parties, Rodriguez expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Rodriguez does not know or suspect to exist in Rodriguez's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Rodriguez warrants Rodriguez has read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Rodriguez has consulted with or had the opportunity to consult with counsel of Rodriguez's choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that Rodriguez understands this Settlement Agreement and the § 1542 waiver, and so Rodriguez freely and knowingly enters into this Settlement Agreement. Rodriguez further acknowledges that Rodriguez later may discover facts different from or in addition to those Rodriguez now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Rodriguez agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Rodriguez expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Rodriguez relating thereto.

5.19. **Release by Aggrieved Employees**: Upon funding of the Settlement, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Released Parties from all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the Ewing PAGA Notice, and/or the Hudson PAGA Notice for PAGA civil penalties, including, but not limited to, Labor Code sections 201.3, 210, 213, 225.5, 226.3, 226.6, 558, 558.1. 1174.5, 1197.1 and 2699, in connection with alleged violations of Labor Code sections 98.6, 201, 201.3, 202, 203, 223, 204, 216 226, 226.3, 226.7, 227.3, 232, 232.5, 233, 234, 246, *et seq*.,248.2, 432, 432.5, 432.7, 510, 512, 558, 1024.5, 1102.5, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 2699, 2802, 2810.5, 3366, 3457, 6401, 6402, 6403, 8397.4 among others.

5.20. **Class Counsel.** Upon funding of the Settlement, and except as otherwise provided by this Settlement, PAGA Counsel and any counsel associated with PAGA Counsel waive any further claims to costs and attorneys' fees and expenses against

Defendant or the Released Parties arising from or related to the Action ("Class Counsel Released Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to Plaintiffs' filing of a motion for approval of this Settlement.

6.1. **Plaintiffs' Responsibilities**. Plaintiffs will prepare and endeavor to deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. **Responsibilities of PAGA Counsel**. PAGA Counsel are responsible for expeditiously finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Settlement Approval to the Administrator.

6.3. **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.

If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on Defendant's records, the Parties understand that, as of mediation, there are 726 Aggrieved Employees who worked 13,542 Pay Periods during the PAGA Period.

8.1. **Escalator Clause.** The Settlement is based on the Parties' understanding that there are approximately 13,542 Pay Periods worked by Aggrieved Employees during the PAGA period. In the event the actual number of Pay Periods worked during the PAGA period is more than 10% (1,354) greater than 13,542 (i.e., if there are more than 14,896 Pay Periods worked during the PAGA Period), either (1) the gross settlement amount will be increased by the same percentage above 10% that the actual number of Pay Periods exceeds 13,542 (i.e., if the actual number of pay periods is 12% higher than 13,542, then the gross settlement amount will be increased by 2%); or (2) at Defendant's option, the PAGA Period and the PAGA release will end as of the date the actual number of Pay Periods does not exceed 14,896.

9. CONTINUING JURISDICTION OF THE COURT

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

9.1. **Waiver of Right to Appeal**. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

10.1. **No Admission of Liability or Representative Manageability for Other Purposes**. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

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

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

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

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

10.12. **Use of Aggrieved Employee Data**. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

To Plaintiffs:

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (SBN 287811)
david@tomorrowlaw.com
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

WILSHIRE LAW FIRM, PLC
John G. Yslas
john.yslas@wilshirelawfirm.com
William M. Pao, Esq.
william.pao@wilshirelawfirm.com
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (800) 926-9799; Fax: (213) 381-9989

To Defendant:

Andrea Rosenkranz, Esq. (State Bar No. 301559)
arosenkranz@ohaganmeyer.com
Rebecca Wilson, Esq. (State Bar No. 257613)
rwilson@ohaganmeyer.com
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660
Telephone: (949) 942-8500
Facsimile: (949) 942-8510

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

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

10.18. **Severability**. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable shall in no way effect any other provision if Defendant's Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Brittney Ewing

Plaintiff Brittney Leann Ewing

Signed by:

9B29F739845F4C2...

Plaintiff Serenity Hudson

Signed by:

3D1A0C4A53CE4DC...

Plaintiff Payton Blevins

Signed by:

Rachel Gibbons

658DE84D3A93451...

Plaintiff Rachel Gibbons

DocuSigned by:

0EB31F64FB79471...

Plaintiff Shiela Velasquez

DocuSigned by:

Keyla Castillo

47FD813A1D2F4C9...

Plaintiff Keyla Castillo-Rodriguez

Defendant Damm Fine Pizza, LLC.
By: ____________________
Its: ____________________

[SIGNATURES CONTINUED ON NEXT PAGE]

Vedang J. Patel

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Ewing

Andrea Rosenkranz
Rebecca Wilson
Counsel for Defendant

William M. Pao
Counsel for Plaintiff Hudson, Plaintiff Blevins, Plaintiff Gibbons, Plaintiff Velasquez, and Plaintiff Rodriguez

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

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

IT IS SO AGREED:

____
Plaintiff Brittney Leann Ewing

Molmos
____
Defendant Damm Fine Pizza, LLC.
By: Martha Olmos
Its: COO

____
Plaintiff Serenity Hudson

____
Plaintiff Payton Blevins

____
Plaintiff Rachel Gibbons

____
Plaintiff Shiela Velasquez

____
Plaintiff Keyla Castillo-Rodriguez

[SIGNATURES CONTINUED ON NEXT PAGE]

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Ewing

Andrea Rosenkranz (Oct 15, 2025 11:27:06 PDT)

Andrea Rosenkranz
Rebecca Wilson
Counsel for Defendant

William M. Pao
Counsel for Plaintiff Hudson, Plaintiff Blevins, Plaintiff Gibbons, Plaintiff Velasquez, and Plaintiff Rodriguez