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Hercules Restaurants #1, Inc., Hercules Restaurants #2, Inc., Hercules Restaurants #3, Inc., and Hercules Restaurants, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES – SPRING STREET**

REYES GARCIA, an individual and on behalf  
of all others similarly situated,

Plaintiff,

v.

HERCULES RESTAURANTS #1, INC., a  
California corporation; HERCULES  
RESTAURANTS #2, INC., a California  
corporation; HERCULES RESTAURANTS  
#3, INC., a California corporation;  
HERCULES RESTAURANTS, INC., a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

CASE NO.: 24STCV32152

Related Case No. 25STCV03588

[Assigned for all purposes to the Hon. Laura A.  
Seigle, Dept. 17]

**CLASS AND PAGA SETTLEMENT  
AGREEMENT**

Action Filed: December 5, 2024

Trial Date: Not Set

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between  
2 plaintiff Reyes Garcia (“Plaintiff”), and defendants Hercules Restaurants #1, Inc., Hercules  
3 Restaurants #2, Inc., Hercules Restaurants #3, Inc., and Hercules Restaurants, Inc. (collectively,  
4 “Defendants”). Plaintiff and Defendants are referred to collectively as the “Parties,” and individually  
5 as a “Party.”

6 **1. DEFINITIONS**

7 1.1. “Action(s)” means the Plaintiff’s lawsuit alleging wage and hour violations against  
8 Defendants, captioned *Reyes Garcia v. Hercules Restaurants #1, et al.*, Case No. 24STCV32152,  
9 initiated on December 5, 2024, and pending in Los Angeles Superior Court; and separate  
10 representative action under PAGA, captioned *Reyes Garcia v. Hercules Restaurants #1, et al.*, Case  
11 No. 25STCV03588, initiated on February 10, 2025, and pending in Los Angeles County Superior  
12 Court.

13 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the  
14 neutral entity the Parties have agreed to appoint to administer the Settlement.

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

19 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendants,  
20 either directly or through any subsidiary, staffing agency, or professional employer organization, as  
21 non-exempt employees in the State of California during the PAGA Period (“PAGA Period”).

22 1.5. “Class” means all persons currently or formerly employed by Defendants, either directly or  
23 through any subsidiary, staffing agency, or professional employer organization, as non-exempt  
24 employees in the State of California during the Class Period (“Class Period”).

25 1.6. “Class Counsel” means David D. Bibiyan, Jason Rothman, Vedang J. Patel and Megan R.  
26 Lazar of Bibiyan Law Group, P.C.

27 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the  
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1 amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses,  
2 respectively, incurred to prosecute the Actions.

3 1.8. "Class Data" means Class Member identifying information in Defendants' custody,  
4 possession, or control, including the Class Member's (1) name; (2) last known address(es); (3) last  
5 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of  
6 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

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

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

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

18 1.12. "Class Period" means the period from December 5, 2020 through April 12, 2026.

19 1.13. "Class Representative" means Plaintiff Reyes Garcia, the named plaintiff in the Action  
20 seeking Court approval to serve as Class Representative.

21 1.14. "Class Representative Service Payment" means the payment to the Class Representative for  
22 initiating the Actions and providing services in support of the Action.

23 1.15. "Court" means the Superior Court of the State of California, County of Los Angeles.

24 1.16. "Defendants" means Hercules Restaurants #1, Inc., Hercules Restaurants #2, Inc., Hercules  
25 Restaurants #3, Inc., and Hercules Restaurants, Inc.

26 1.17. "Defense Counsel" means A. Nicholas Georggin and Steven D. Sperling of Georggin &  
27 Georggin.

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

8 1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

9 1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of  
10 the Settlement.

11 1.21. "Final Judgment" means the Judgment entered by the Court based upon the Final Approval.

12 1.22. "Gross Settlement Amount" means \$250,000.00, which is the total amount Defendants agree  
13 to pay under the Settlement, except as provided in Paragraph 8.1 below, and any and all employer  
14 payroll taxes, which shall be paid separate and apart from the Gross Settlement Amount. The Gross  
15 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the  
16 LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative  
17 Service Payment, and the Administrator's Expenses.

18 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the  
19 Net Settlement Amount calculated according to the number of Workweeks worked during the Class  
20 Period.

21 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the  
22 PAGA Penalties calculated according to the number of Workweeks worked during the PAGA  
23 Period.

24 1.25. "Judgment" means the judgment entered by the Court based upon Final Approval.

25 1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency  
26 entitled, under Labor Code section 2699, subd. (i).

- 1 1.27. "LWDA PAGA Payment" means 65% of the PAGA Penalties paid to the LWDA under  
2 Labor Code section 2699, subdivision (i).
- 3 1.28. "Net Settlement Amount" means the Gross Settlement Amount less the following payments  
4 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment,  
5 Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation  
6 Expenses Payment, and Administration Expenses Payment. The remainder shall be paid to  
7 Participating Class Members as Individual Class Payments.
- 8 1.29. "Non-Participating Class Member" means any Class Member who opts out of the  
9 Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 10 1.30. "PAGA Pay Period" means a pay period during which an Aggrieved Employee worked for  
11 Defendants at least one day during the PAGA Period, based on hire dates, re-hire dates (as  
12 applicable), and termination dates (as applicable).
- 13 1.31. "PAGA Period" means the period from September 26, 2023 through the end of the Class  
14 Period.
- 15 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).
- 16 1.33. "PAGA Notice" means plaintiff's September 26, 2024 letter to defendants and the LWDA,  
17 providing notice pursuant to Labor Code section 2699.3 subd. (a).
- 18 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the  
19 Gross Settlement Amount, allocated 35% to Aggrieved Employees and 65% to the LWDA, totaling  
20 \$37,500.00 in settlement of PAGA claims.
- 21 1.35. "Participating Class Member" means a Class Member who does not submit a valid and  
22 timely Request for Exclusion from the Settlement.
- 23 1.36. "Plaintiff" means Reyes Garcia, the named plaintiff in the Actions.
- 24 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the  
25 Settlement.
- 26 1.38. "Preliminary Approval Order" means the proposed Order granting Preliminary Approval  
27 and Approval of PAGA Settlement.
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1 1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.2  
2 below.

3 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4  
4 below.

5 1.41. "Released Parties" means Defendants and each of their former and present directors,  
6 officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents,  
7 subsidiaries, and affiliates.

8 1.42. "Request for Exclusion" means a Class Member's submission of a written request to be  
9 excluded from the Class Settlement signed by the Class Member.

10 1.43. "Response Deadline" means forty-five (45) calendar days after the Administrator mails the  
11 Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class  
12 Members may submit Requests for Exclusion from the Settlement or objections to the Settlement.

13 1.44. "Settlement" means the disposition of the Actions effected by this Agreement and the  
14 Judgment.

15 1.45. "Workweek" means any week during which a Class Member worked for Defendants, for at  
16 least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and  
17 termination dates (as applicable).

## 18 2. RECITALS

19 2.1. On September 26, 2024, Plaintiff filed with the LWDA and served on Defendant a notice  
20 under Labor Code section 2699, et seq. seeking to represent other non-exempt employees against  
21 Defendant for various Labor Code violations ("PAGA Notice").

22 2.2. On December 5, 2024, Plaintiff commenced a wage-and-hour class action lawsuit alleging,  
23 among other things, causes of action against Defendants for: failure to pay minimum and overtime  
24 wages, failure to provide meal periods, failure to provide rest periods, waiting time penalties, wage  
25 statement violations, failure to timely pay wages, failure to indemnify, failure to pay interest on  
26 deposits, violation of labor code section 227.3, and unfair competition ("Class Action").  
27  
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1 2.3. On February 10, 2025, after sixty-five (65) days had passed without any action by the LWDA  
2 with respect to the Labor Code violations alleged in the PAGA Notice, Plaintiff filed a separate  
3 representative action under PAGA against Defendants in Los Angeles Superior Court, Case No.  
4 25STCV03588, for the Labor Code violations set out in the PAGA Notice (the “PAGA Action”).

5 2.4. Defendants filed responsive pleadings in the Class Action and the PAGA Action, denying  
6 the claims alleged and asserting various affirmative defenses.

7 2.5. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

8 2.6. Prior to mediation Plaintiff obtained, through informal discovery: (1) a sampling of time and  
9 payroll records for Aggrieved Employees during the PAGA Period; (2) class data points, including  
10 the number of Workweeks during the Class Period; (3) Defendants’ wage and hour policy  
11 documents; (4) all documents pertaining to Plaintiff available to Defendants, including Plaintiff’s  
12 payroll records.

13 2.7. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in  
14 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail,*  
15 *Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

16 2.8. On February 10, 2026, the Parties participated in an all-day mediation presided over by  
17 Allison Eckstrom, Esq. The mediation was successful, and the Parties agreed to globally resolve all  
18 class and PAGA claims in the Action. As part of this Agreement, the Parties agree to stipulate to  
19 Plaintiff’s filing of a First Amended Complaint in the Class Action, adding all allegations brought  
20 in the PAGA Action, and request for dismissal without prejudice of the PAGA Action, thereby  
21 effectively consolidating the two actions for purposes of Settlement (hereinafter, the “Action”). The  
22 First Amended Complaint is the operative complaint in the Action (“Operative Complaint”).

23 2.9. The Court has not granted class certification. The Parties stipulate to certification of the Class  
24 for settlement purposes only.

25 2.10. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any  
26 other pending matter or action asserting claims that will be extinguished or affected by the  
27 Settlement.

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1                   **3.       MONETARY TERMS**

2   3.1.   Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants  
3   promise to pay \$250,000.00 and no more as the Gross Settlement Amount and to separately pay any  
4   and all employer payroll taxes owed only on the wage portions of the Individual Class Payments.  
5   Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to  
6   the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire  
7   Gross Settlement Amount without requiring Participating Class Members or Aggrieved Employees  
8   to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to  
9   Defendants.

10   3.2.   Payments from the Gross Settlement Amount. The Administrator will make and deduct the  
11   following payments from the Gross Settlement Amount, in the amounts specified by the Court in  
12   the Final Approval:

13       3.2.1.   To Plaintiff: A Class Representative Service Payment to Plaintiff in an amount not  
14       to exceed \$10,000.00 in addition to any Individual Class Payment and any Individual  
15       PAGA Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant  
16       will not oppose Plaintiff's request for a Class Representative Service Payment that does  
17       not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class  
18       Litigation Expenses Payment, Plaintiff will seek Court approval for any Class  
19       Representative Service Payments no later than 16 court days prior to the Final Approval  
20       Hearing. If the Court approves a Class Representative Service Payment less than the  
21       amount requested, the Administrator will allocate the remainder to the Net Settlement  
22       Amount. The Administrator will pay the Class Representative Service Payment using IRS  
23       Form 1099. Plaintiff assumes sole responsibility and liability for employee taxes owed on  
24       the Class Representative Service Payment.

25       3.2.2.   To Class Counsel: A Class Counsel Fees Payment of not more than thirty-five  
26       percent (35%) of the Gross Settlement Amount, which is currently estimated to be  
27       \$87,500.00, and a Class Counsel Litigation Expenses Payment of not more than  
28       \$30,000.00. Defendants will not oppose requests for these payments provided that do not

1 exceed these amounts. Plaintiff and/or Class Counsel will endeavor to file a motion for  
2 Class Counsel Fees Payment and Class Litigation Expenses Payment not later than 16 court  
3 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees  
4 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts  
5 requested, the Administrator will allocate the remainder to the Net Settlement Amount.  
6 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel  
7 arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel  
8 Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment  
9 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel  
10 shall assume full responsibility and liability for taxes owed on the Class Counsel Fees  
11 Payment and the Class Counsel Litigation Expenses Payment and hold Defendants  
12 harmless, and indemnify Defendants, from any dispute or controversy regarding any  
13 division or sharing of any of these Payments. Should the Court approve attorneys' fees  
14 and/or litigation costs and expenses in amounts that are less than the amounts provided for  
15 herein, then the unapproved portion(s) shall be included as part of the Net Settlement  
16 Amount.

17 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,500.00  
18 except for a showing of good cause and as approved by the Court. To the extent the  
19 Administration Expenses are less or the Court approves payment less than \$7,500.00, the  
20 Administrator will retain the remainder in the Net Settlement Amount.

21 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)  
22 dividing the Net Settlement Amount by the total number of Workweeks worked by all  
23 Participating Class Members during the Class Period and (b) multiplying the result by each  
24 Participating Class Member's Workweeks.

25 3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each  
26 Participating Class Member's Individual Class Payment will be allocated to wages  
27 (the "Wage Portion"). The Wage Portion is subject to applicable tax withholdings  
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and will be reported on an IRS Form W-2. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to penalties and interest (the "Non-Wage Portion") and will be reported on an IRS Form 1099. Participating Class Members assume sole responsibility and liability for any taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the total amount of \$37,500.00, to be paid from the Gross Settlement Amount, with sixty-five percent (65%) (\$24,375.00) allocated to the LWDA and thirty-five percent (35%) (\$13,125.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator shall calculate Individual PAGA Payments by dividing the Aggrieved Employees' thirty-five percent (35%) share of the PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

#### 4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Workweeks. Based on a review of its records

1 to date, Defendant estimates there are 148 Class Members who collectively worked a total of 8,800  
2 Workweeks, and 87 Aggrieved Employees who worked a total of 5,000 PAGA Pay Periods.

3 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of  
4 the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator in the  
5 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator  
6 shall maintain the Class Data in confidence, use the Class Data solely for purposes of this Settlement  
7 and for no other purpose, and restrict access to the Class Data to Administrator employees who  
8 reasonably need access to the Class Data to effectuate and perform under this Agreement.  
9 Defendants have a continuing duty to promptly notify Class Counsel if it discovers that the Class  
10 Data omitted Class Member identifying information and to provide corrected or updated Class Data  
11 as soon as reasonably feasible. Without extending the deadline by which Defendants must send the  
12 Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in  
13 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

14 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement  
15 Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by  
16 transmitting the funds to the Administrator no later than 30 days after the Effective Date.

17 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants  
18 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class  
19 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
20 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
21 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees  
22 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service  
23 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA  
24 Payments.

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

11 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class  
12 Members whose checks are returned undelivered without United States Postal Service  
13 ("USPS") forwarding address. Within seven (7) days of receiving a returned check the  
14 Administrator must re-mail checks to the USPS forwarding address provided or to an  
15 address ascertained through the Class Member Address Search. The Administrator need  
16 not take further steps to deliver checks to Class Members whose re-mailed checks are  
17 returned as undelivered. The Administrator shall promptly send a replacement check to any  
18 Class Member whose original check was lost or misplaced, requested by the Class Member  
19 prior to the void date.

20 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA  
21 Payment check is uncashed and cancelled after the void date, the Administrator shall  
22 transmit the funds represented by such checks to the California Controller's Unclaimed  
23 Property Fund, in the name of the Class Member, thereby leaving no "unpaid residue"  
24 subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

25 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not  
26 obligate Defendants to confer any additional benefits or make any additional payments to  
27 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this  
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1 Agreement.

2 **5. RELEASE OF CLAIMS**

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

7 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives,  
8 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge  
9 Released Parties from all any and all claims, debts, liabilities, demands, obligations, guarantees,  
10 costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever,  
11 known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or  
12 resulting from his employment and/or separation of employment with Defendant, which Plaintiff,  
13 at any time up until the execution of this Settlement Agreement, had or claimed to have or may have  
14 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based  
15 on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably  
16 could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA  
17 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to  
18 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability  
19 benefits, social security benefits, workers' compensation benefits that arose at any time, or based on  
20 occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or  
21 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true  
22 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
23 notwithstanding such different or additional facts or Plaintiff's discovery of them.

24 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As a  
25 condition of receiving any Class Representative Service Payment, Plaintiff shall execute a  
26 separate individual general release in favor of Defendants, including a waiver under  
27 California Civil Code section 1542 applicable to Defendants only. Except as provided in  
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1 such separate individual general release, Plaintiff's individual claims are not released by  
2 this Agreement.

3 5.2. Release by Participating Class Members: For the duration of the Class Period, all  
4 Participating Class Members, on behalf of themselves and their respective former and present  
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
6 Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts  
7 stated in the Operative Complaint.

8 5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not  
9 release any other claims, including claims for vested benefits, wrongful termination, violation of the  
10 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'  
11 compensation, or claims based on facts occurring outside the Class Period.

12 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved  
13 Employees are deemed to release, on behalf of themselves and their respective former and present  
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
15 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged,  
16 based on the facts stated in the Operative Complaint and the PAGA Notice.

## 17 6. MOTION FOR PRELIMINARY APPROVAL

18 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for  
19 Preliminary Approval") that complies with the Court's applicable rules and any current checklist or  
20 guidance for preliminary approval of PAGA settlements.

21 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
22 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and  
23 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the  
24 Settlement under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30,  
25 1996 (*Dunk*) and *Kullar v. Footlocker* (2008) 168 Cal.App.4th 116 (*Kullar*) and a request for  
26 approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft  
27 proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft  
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1 proposed Notice to Aggrieved Employees; (iv) a signed declaration from the Administrator  
2 attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to  
3 serve; competency; operative procedures for protecting the security of Class Data; amounts of  
4 insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant  
5 to any actual or potential conflicts of interest with Class Members and Aggrieved Employees; and  
6 the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel;  
7 (v) a signed declaration from Plaintiff confirming willingness and competency to serve and  
8 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and  
9 Aggrieved Employees; (vi) a signed declaration from each Class Counsel firm attesting to its  
10 competency to represent the Class Members and Aggrieved Employees and to its timely  
11 transmission to the LWDA of all necessary PAGA documents, including the initial notice of  
12 violations (Lab. Code, § 2699.3, subd. (a)), the operative complaint (Lab. Code, § 2699, subd.  
13 (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Parties’  
14 Agreement showing all material modifications made to prior drafts of the Agreement; and (viii)  
15 declarations averring that Plaintiff and Class Counsel are not aware of any other pending matter or  
16 action asserting claims that will be extinguished or adversely affected by the Settlement.

17 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for  
18 expeditiously finalizing and filing the Motion for Preliminary Approval after full execution of this  
19 Agreement, obtaining a hearing date for the Motion for Preliminary Approval, and appearing in  
20 Court to advocate in favor of Preliminary Approval. Class Counsel is responsible for providing the  
21 Administrator with a copy of the Court’s Preliminary Approval Order.

22 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for  
23 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
24 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and  
25 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary  
26 Approval or conditions Preliminary Approval on any material change to this Agreement, Class  
27 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting  
28

1 and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's  
2 concerns.

### 3           7.       **SETTLEMENT ADMINISTRATION**

4 7.1.   Selection of Administrator. Plaintiff has selected Phoenix to serve as the Settlement  
5 Administrator ("Administrator"), and Defendants do not object to such selection. The Parties have  
6 verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to  
7 perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of  
8 Administration Expenses. The Parties and their Counsel represent that they have no interest or  
9 relationship, financial or otherwise, with the Administrator other than a professional relationship  
10 arising out of prior experiences administering settlements.

11 7.2.   Employer Identification Number. The Administrator shall have and use its own Employer  
12 Identification Number for purposes of calculating tax reporting and providing reports to state and  
13 federal tax authorities.

14 7.3.   Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets  
15 the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section  
16 468B-1.

#### 17 7.4.   Notice to Class Members

18       7.4.1.   No later than three (3) business days after receipt of the Class Data, the Administrator  
19 shall notify Class Counsel and Defense Counsel that the data has been received and shall  
20 report the total number of Class Members, total number of Class Period Workweeks, total  
21 number of Aggrieved Employees, and total number of PAGA Pay Periods reflected in the  
22 data.

23 7.4.2.   Using best efforts to perform as soon as possible, and in no event later than fourteen  
24 (14) days after receiving the Class Data, the Administrator will send to all Class Members  
25 identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the  
26 Class Notice, with Spanish translation if applicable, substantially in the form attached to  
27 this Agreement as Exhibit A. The Class Notice shall prominently set forth the estimated  
28

1 amount of each Class Member's Individual Class Payment, the estimated amount of any  
2 Individual PAGA Payment, the number of Class Period Workweeks attributed to that  
3 individual, the number of PAGA Pay Periods attributed to that individual, and the  
4 procedures and deadlines for requesting exclusion, objecting, or disputing the calculations.  
5 Before mailing the Class Notice, the Administrator shall update mailing addresses using  
6 the National Change of Address database.

7 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class  
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class  
9 Notice using any forwarding address provided by the USPS. If the USPS does not provide  
10 a forwarding address, the Administrator shall conduct a skip trace and re-mail the Class  
11 Notice to the most current address obtained. The Administrator has no obligation to make  
12 further attempts to locate Class Members whose Class Notice is returned by the USPS a  
13 second time.

14 7.4.4. If the Administrator, Defendants, or Class Counsel becomes aware of any person  
15 who reasonably appears to have been omitted from the Class Data but who may qualify as  
16 a Class Member or Aggrieved Employee, the Parties shall promptly meet and confer in  
17 good faith to determine whether such person should be included. If the Parties agree that  
18 the person qualifies, the Administrator shall mail a Class Notice to that person and include  
19 that individual in the distribution calculations.

20 7.4.5. Each Class Member shall have forty-five (45) days after the Administrator mails the  
21 Class Notice to dispute the number of Class Period Workweeks and/or PAGA Pay Periods  
22 attributed to that individual, to request exclusion from the Class Settlement, or to object to  
23 the Settlement. Any dispute must be submitted to the Administrator by mail or email and  
24 should include supporting documentation. In the absence of documentation demonstrating  
25 a discrepancy, the Administrator may rely on Defendants' payroll records. The  
26 Administrator shall promptly provide copies of any disputes, requests for exclusion, or  
27 objections to Defense Counsel and Class Counsel.  
28

1 7.5. Objections to Settlement

2 7.5.1. Class Members may object to the Settlement or to any application for attorneys' fees,  
3 litigation costs, or service awards by filing a written objection with the Court or by  
4 appearing at the Final Approval Hearing to present their objection. Any written objection  
5 must be filed or postmarked no later than forty-five (45) days after the Administrator mails  
6 the Class Notice. Class Members may also appear at the Final Approval Hearing,  
7 personally or through counsel, to present their objections to the Court.

8 7.5.2. If more than twenty percent (20%) of the Class Members request exclusion from this  
9 settlement, the settlement is deemed void.

10 7.6. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be  
11 performed or observed by the Administrator contained in this Agreement or otherwise.

12 7.6.1. Website, Email Address and Toll-Free Number. The Administrator shall establish  
13 and maintain a settlement website and toll-free telephone number to provide information  
14 regarding the Settlement. The website shall include copies of the Settlement Agreement,  
15 the Motion for Preliminary Approval, the Court's Preliminary Approval Order, the Class  
16 Notice, the Motion for Final Approval, and the Court's Final Approval Order and  
17 Judgment. The Administrator shall also maintain an email address to receive  
18 communications regarding the Settlement.

19 7.6.2. Weekly Reports. The Administrator shall provide weekly written reports to Class  
20 Counsel and Defense Counsel summarizing settlement administration activities, including  
21 the number of Class Notices mailed and re-mailed, Class Notices returned as undeliverable,  
22 Requests for Exclusion received, objections received, and any workweek or pay-period  
23 disputes received or resolved.

24 7.6.3. Pay-Period Disputes. The Administrator shall have authority to address and make  
25 final determinations regarding disputes over the calculation of PAGA Pay Periods in  
26 accordance with this Agreement. The Administrator's determination shall be final and not  
27 subject to further challenge.  
28

1 7.6.4. Administrator's Declaration. Before the date on which Plaintiff must file the Motion  
2 for Final Approval of the Settlement, the Administrator shall provide Class Counsel and  
3 Defense Counsel with a declaration suitable for filing with the Court attesting to its due  
4 diligence and compliance with its obligations under this Agreement, including the mailing  
5 of Class Notices, returned mail, re-mailing efforts, attempts to locate Class Members,  
6 Requests for Exclusion received, objections received, and any workweek or pay-period  
7 disputes received and resolved. Class Counsel shall file the Administrator's declaration  
8 with the Court.

9 7.6.5. Final Report by Settlement Administrator. Not later than fourteen (14) days before  
10 the deadline for filing the Motion for Final Approval, the Administrator shall provide a  
11 final declaration suitable for filing with the Court summarizing all settlement  
12 administration activities, including mailing of Class Notices, returned mail, re-mailing  
13 efforts, Requests for Exclusion, objections, workweek and pay-period disputes, and  
14 distribution readiness. The Administrator shall supplement its declaration as necessary or  
15 as requested by the Parties or the Court.

## 16 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

17 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement,  
18 (1) there are approximately 148 Class Members and 8,800 Total Workweeks during the Class Period  
19 and (2) there are approximately 87 Aggrieved Employees who worked 5,000 Pay Periods during the  
20 PAGA Period.

21 8.1. Increase in Workweeks. Defendants represent that there are no more than 8,800 Workweeks  
22 worked during the Class Period. In the event the number of Workweeks worked by Class Members  
23 during the Class Period increases by more than 10%, or 880 Workweeks, then the Gross Settlement  
24 Amount shall be increased proportionally by the Workweeks in excess of 9,680 Workweeks  
25 multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the  
26 originally agreed-upon Gross Settlement Amount (\$250,000.00) by 8,800, which amounts to a  
27 Workweek Value of \$28.41. Thus, for example, should there be 10,560 Workweeks in the Class  
28

Period, then the Gross Settlement Amount shall be increased by \$25,000.80 ((10,560 – 9,680 Workweeks) x \$28.41 per Workweek).

### **9. MOTION FOR FINAL APPROVAL**

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively, the “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as reasonably necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Actions, 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.

1 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
2 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
3 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties and their respective  
4 counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and  
5 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,  
6 extraordinary writs, and appeals. Participating Class Members who did not object to the Settlement  
7 as provided in this Agreement shall be deemed to have waived their right to appeal the Judgment.  
8 The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or  
9 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this  
10 Agreement will be suspended until such time as the appeal is finally resolved and the Judgment  
11 becomes final.

12 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing  
13 Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification  
14 of this Agreement (including, but not limited to, the scope of release to be granted by Class  
15 Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work  
16 together in good faith to address the appellate court's concerns and to obtain Final Approval and  
17 entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably  
18 incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of  
19 the Class Representative Service Payment or any payments to Class Counsel shall not constitute a  
20 material modification of the Judgment within the meaning of this paragraph, as long as the Gross  
21 Settlement Amount remains unchanged.

## 22 10. AMENDED JUDGMENT

23 If the Court requires any amended judgment or additional filing to effectuate the  
24 transmission of uncashed settlement checks to the California Controller's Unclaimed Property Fund  
25 consistent with this Agreement and applicable law, the Parties will work together in good faith to  
26 jointly submit a proposed amended judgment or other appropriate filing.

## 11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Actions, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person or entity except: (1) 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. Each Party agrees to immediately notify the other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to initiate any communication with third parties regarding this Agreement or the matters giving rise to it prior to the filing of the Motion for Preliminary Approval, except to state only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communication with Class Members

1 consistent with ethical obligations.

2 11.3. Enforcement Action. In the event that one or more of the Parties institutes any legal action  
3 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement,  
4 or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be  
5 entitled to recover from the unsuccessful Party or Parties their reasonable attorneys' fees and costs,  
6 including expert witness fees incurred in connection therewith.

7 11.4. No Solicitation. The Parties separately agree that they and their respective counsel and  
8 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
9 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability  
10 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed  
11 to Class Members.

12 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement  
13 together with its attached exhibits shall constitute the entire agreement between the Parties relating  
14 to the Settlement, superseding any and all oral representations, warranties, covenants, or  
15 inducements made to or by any Party.

16 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately represent that they  
17 are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or  
18 permitted pursuant to this Agreement to effectuate its terms and to execute any documents  
19 reasonably required to do so, including amendments to this Agreement.

20 11.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best  
21 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement  
22 Agreement, submitting supplemental evidence, and supplementing points and authorities as  
23 requested by the Court. In the event the Parties are unable to agree upon the form or content of any  
24 document necessary to implement the Settlement, or on any modification of the Agreement that may  
25 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator  
26 and/or the Court for resolution.

27 11.8. No Prior Assignments. The Parties separately represent and warrant that they have not  
28

1 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber  
2 to any person or entity any portion of any liability, claim, demand, action, cause of action, or right  
3 released and discharged by the Party in this Settlement.

4 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are  
5 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied  
6 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part  
7 10, as amended) or otherwise.

8 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,  
9 changed, or waived only by an express written instrument signed or agreed to by all Parties or their  
10 representatives, and approved by the Court. Plaintiff and Defendants expressly agree that should the  
11 Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel  
12 and Defense Counsel are authorized to submit to the Court any amendments of this Agreement,  
13 amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully  
14 executed, which includes, but is not limited to, authorization of the use of signatures previously  
15 provided by the Parties.

16 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the  
17 benefit of, the successors of each of the Parties.

18 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
19 governed by and interpreted according to the internal laws of the state of California, without regard  
20 to conflict of law principles.

21 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this  
22 Agreement. This Agreement will not be construed against any Party on the basis that the Party was  
23 the drafter or participated in the drafting.

24 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered  
25 during the Actions and in this Agreement relating to the confidentiality of information shall survive  
26 the execution of this Agreement.

27 11.15. Use of Class Data. Information provided to Class Counsel pursuant to Evidence Code  
28

1 section 1152, and all copies and summaries of the Class Data provided to Class Counsel by  
2 Defendants in connection with the mediation, other settlement negotiations, or in connection with  
3 the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not  
4 be used in any way that violates any existing contractual agreement, statute or California Rules of  
5 Court rule. Not later than 90 days after the date when the Court discharges the Administrator's  
6 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff  
7 shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior  
8 to the Court's discharge of the Administrator's obligation, Defendants make a written request to  
9 Class Counsel for the return, rather than the destruction, of Class Data.

10 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted  
11 for convenience of reference only and does not constitute a part of this Agreement.

12 11.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be  
13 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend  
14 or federal legal holiday, such date or deadline shall be on the first business day thereafter.

15 11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by  
16 facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be  
17 accepted as an original. All executed counterparts and each of them will be deemed to be one and  
18 the same instrument if counsel for the Parties will exchange between themselves signed  
19 counterparts. Any executed counterpart will be admissible in evidence to prove the existence and  
20 contents of this Agreement.

21 11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation  
22 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that  
23 upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to  
24 extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire  
25 period of this settlement process.

26 11.20. Severability. In the event that one or more of the provisions contained in this Agreement  
27 shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity,  
28

1 illegality, or unenforceability shall in no way affect any other provision if Defendants' Counsel  
2 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to  
3 proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
4 Agreement.

5 **IT IS SO AGREED:**

6  
7  
8  09/10/2026  
9 Plaintiff, REYES GARCIA  
10  
11 For Defendant, HERCULES RESTAURANTS  
12 #1, INC.  
13 For Defendant, HERCULES RESTAURANTS  
14 #2, INC.  
15 For Defendant, HERCULES RESTAURANTS  
16 #3, INC.  
17 For Defendant, HERCULES RESTAURANTS,  
18 INC.

18 **AGREED AS TO FORM ONLY:**

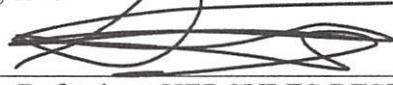
19 *David D. Bibiyan*  
20 09/10/2026  
21 David D. Bibiyan  
22 Vedang J. Patel  
23 Megan R. Lazar  
24 Counsel for Plaintiff  
25  
26  
27  
28 A. Nicholas Georggin  
Steven D. Sperling  
Counsel for Defendants

1 illegality, or unenforceability shall in no way affect any other provision if Defendants' Counsel  
2 and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to  
3 proceed as if such invalid, illegal, or unenforceable provision had never been included in this  
4 Agreement.

5 **IT IS SO AGREED:**

6  
7  
8 \_\_\_\_\_  
9 Plaintiff, REYES GARCIA

  
10 \_\_\_\_\_  
11 For Defendant, HERCULES RESTAURANTS  
12 #1, INC.

  
13 \_\_\_\_\_  
14 For Defendant, HERCULES RESTAURANTS  
15 #2, INC.

  
16 \_\_\_\_\_  
17 For Defendant, HERCULES RESTAURANTS  
18 #3, INC.

  
19 \_\_\_\_\_  
20 For Defendant, HERCULES RESTAURANTS,  
21 INC.

22 **AGREED AS TO FORM ONLY:**

23 \_\_\_\_\_  
24 David D. Bibiyan  
25 Vedang J. Patel  
26 Megan R. Lazar  
27 Counsel for Plaintiff

  
28 \_\_\_\_\_  
A. Nicholas Georggin  
Steven D. Sperling  
Counsel for Defendants