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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE**

JULIO C. HERNANDEZ, an individual, on
behalf of himself, and on behalf of all persons
similarly situated;

Plaintiff,

v.

BREAKFAST CLUB LLC, a California
limited liability company, and DOES 1-50,
Inclusive,

Defendants.

Case No. CVRI2203757

[Action Filed 09/02/2022]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff JULIO C. HERNANDEZ (hereinafter "Plaintiff"), an
3 individual, on behalf of the Settlement Class, and in his representative capacity on behalf of the State
4 of California, and defendant BREAKFAST CLUB, LLC, a California Corporation (hereinafter
5 "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Julio v. Hernandez*
8 *v. Breakfast Club, LLC*, Riverside County Superior Court, Case No. CVRI2203757,
9 filed September 2, 2022.
- 10 B. "Aggrieved Employees" shall mean all non-exempt employees who are or previously
11 were employed by Defendant and performed work in California during the PAGA
12 Period.
- 13 C. "Aggrieved Employee Payment" shall mean each Aggrieved Employee's pro rata
14 share of the PAGA Settlement. This will be determined by taking the Aggrieved
15 Employee's respective PAGA Payment Ratio and multiplying it by the PAGA
16 Settlement Amount.
- 17 D. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
18 Class Action and Release of Claims.
- 19 E. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
20 Shani Zakay of Zakay Law Group, APLC.
- 21 F. "Class Counsel Award" means the award of fees and expenses that the Court
22 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
23 and the Class in the Action, consisting of attorneys' fees currently not to exceed one-
24 third of the Gross Settlement Amount currently estimated to be \$75,000 out of
25 \$225,000 plus costs and expenses in an estimated amount of \$12,000. Class
26 Counsel's award for attorneys' fees will be divided equally between Class Counsel
27 (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).

- 1 G. "Class Data" means information regarding Class Members that Defendant will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment.
- 6 H. "Class Members" or the "Class" means all non-exempt employees who are or
7 previously were employed by Defendant and performed work in California during the
8 Class Period.
- 9 I. "Class Period" means the period between September 2, 2018 to July 28, 2023.
- 10 J. "Class Representative Service Award" means the amount that the Court authorizes to
11 be paid to the Class Representative, in addition to his Individual Settlement Payment
12 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
13 in assisting with the prosecution of the Action and in exchange for executing a
14 General Release of Defendant.
- 15 K. "Class Representative" shall mean plaintiff JULIO C. HERNANDEZ.
- 16 L. "Court" means the Superior Court for the State of California, County of Riverside
17 currently presiding over the Action.
- 18 M. "Defendant" shall mean BREAKFAST CLUB, LLC.
- 19 N. "Effective Date" means the earliest date, following entry by the Court of an order
20 and judgment finally approving this Settlement, upon which one of the following have
21 occurred: (i) if no objection is filed to the settlement and no objector appears at the
22 hearing on final approval, the date of the Court's entry of the order granting final
23 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
24 hearing on final approval, then the earlier of the following: (a) the expiration of all
25 potential appeal periods without a filing of a notice of appeal of the final approval
26 order or judgment; (b) final affirmance of the final approval order and judgment by
27 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
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- 1 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
2 the final approval order and judgment is no longer subject to further judicial review.
- 3 O. "Funding Date" shall mean sixty (60) calendar days after the Effective Date and is
4 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
5 with the terms of this Agreement.
- 6 P. "Gross Settlement Amount" means Two Hundred Twenty-Five Thousand Dollars
7 (\$225,000.00) that Defendant must pay into the QSF in connection with this
8 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
9 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
10 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
11 if any, triggered by any payment under this Settlement.
- 12 Q. "Individual Settlement Payment" means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member and excludes any amounts distributed to
14 Aggrieved Employees pursuant to PAGA.
- 15 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
16 Counsel Award, Class Representative Service Award, PAGA Settlement, and
17 Settlement Administration Costs.
- 18 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
19 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
20 than formatting changes to facilitate printing by the Settlement Administrator).
- 21 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
22 Labor Code § 2698 *et seq.*
- 23 U. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
24 for each Aggrieved Employee divided by the total of the pay periods for all Aggrieved
25 Employees during the PAGA Period.
- 26 V. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
27 Employee Payment, as defined herein, means the number of pay periods of
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1 employment during the PAGA Period that each Aggrieved Employee worked in
2 California.

3 W. "PAGA Period" means the period between June 29, 2021 until July 28, 2023 (the
4 "PAGA Period").

5 X. "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000) to be allocated from
6 the Gross Settlement Amount.

7 Y. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
8 Plaintiff or Defendant, individually.

9 Z. "Class Payment Ratio" means the respective Workweeks for each Class Member
10 divided by the sum total Workweeks for all Class Members.

11 AA. "Plaintiff" shall mean JULIO C. HERNANDEZ.

12 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
13 by the Settlement Administrator to fund the Gross Settlement Amount.

14 CC. "Released Class Claims" means all class claims which are alleged in the operative
15 complaint, or could have been alleged based upon the facts in the operative complaint,
16 which occurred during the Class Period, and expressly excluding all other claims,
17 including claims for vested benefits, wrongful termination, unemployment insurance,
18 disability, social security, workers' compensation, and class claims outside of the
19 Class Period.

20 DD. "Released PAGA Claims" means all claims for statutory penalties that could have
21 been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-
22 filing letter to the LWDA; Plaintiff does not release any aggrieved employee's claim
23 for wages or damages.

24 EE. "Released Party" shall mean Defendant, its officers, directors, managers, members,
25 employees and agents.

FF. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

GG. "Settlement" means the disposition of the Action pursuant to this Agreement.

HH. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, California 92618; Tel: 1-800-355-0700; Fax: 949-878-3536; apexclassaction.com. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

II. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

JJ. "Workweeks", for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

II. RECITALS

A. On June 29, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On September 2, 2022, Plaintiff filed the Class Action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to reimburse Plaintiff for required expenses in violation of California Labor Code section 2802;
7. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203;
8. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
9. Failure to provide gratuities in violation of California Labor Code §351; and
10. Violation of the Private Attorneys General Act [Labor Code sections 2698 *et seq*].

C. The Class Representative believes he has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Wage Commission Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment.

1 Defendant contends, among other things, that at all times they complied with the
2 California Labor Code and the Industrial Wage Commission Orders.

3 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
4 an investigation into the facts relevant to the Action, including conducting an
5 independent investigation as to the allegations, reviewing documents and information
6 exchanged through informal discovery, and reviewing documents and information
7 provided by Defendant pursuant to informal requests for information including time
8 calculator entries and employee payroll "detail earnings" sheets for a sampling of
9 employees, January 1, 2023 employee handbook, Plaintiff's personnel file that
10 includes but is not limited to: paystubs, time slips, weekly roster report, various
11 policies, and pay schedule disclosure, to prepare for mediation. Defendant produced
12 for the purpose of settlement negotiations certain employment data concerning the
13 Settlement Class, which Class Counsel reviewed and analyzed. Based on their own
14 independent investigation and evaluation, Class Counsel are of the opinion that the
15 Settlement with Defendant is fair, reasonable and adequate, and is in the best interest
16 of the Settlement Class in light of all known facts and circumstances, including the
17 risks of significant delay, defenses asserted by Defendant, uncertainties regarding
18 class certification, and numerous potential appellate issues. Although they deny any
19 liability, Defendant is agreeing to this Settlement solely to avoid the inconveniences
20 and cost of further litigation. The Parties and their counsel have agreed to settle the
21 claims on the terms set forth in this Agreement.

22 F. On June 28, 2023, the Parties participated in mediation presided over by Judge Carl
23 West (Ret.), an experienced mediator of wage and hour class actions. The mediation
24 concluded in settlement which was subsequently memorialized in the form of a
25 Memorandum of Understanding ("MOU").

26 G. This Agreement replaces and supersedes the MOU and any other agreements,
27 understandings, or representations between the Parties. This Agreement represents a
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1 compromise and settlement of highly disputed claims. Nothing in this Agreement is
2 intended or will be construed as an admission by Defendant that the claims in the
3 Action of Plaintiff or the Class Members have merit or that Defendant bears any
4 liability to Plaintiff or the Class on those claims or any other claims, or as an
5 admission by Plaintiff that Defendant's defenses in the Action have merit.

6 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
7 Settlement was arrived at through arm's-length negotiations, taking into account all
8 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
9 attendant to continuing the Action through trial and any appeal. Accordingly, the
10 Parties desire to fully, finally, and forever settle, compromise and discharge all
11 disputes and claims arising from or relating to the Action.

12 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
13 for any reason the settlement does not become effective, Defendant reserves the right
14 to contest certification of any class for any reason and reserves all available defenses
15 to the claims in the Action.

16 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

17 **III. TERMS OF AGREEMENT**

18 A. Settlement Consideration and Settlement Payments by Defendant.

19 1. Settlement Consideration. In full and complete settlement of the Action, and
20 in exchange for the releases set forth below, Defendant and the Released
21 Parties will pay the sum of the Individual Settlement Payment, the Class
22 Representative Service Award, the Class Counsel Award, PAGA Settlement,
23 and the Settlement Administration Costs, as specified in this Agreement, equal
24 to the Gross Settlement Amount of Two Hundred Twenty-Five Thousand
25 Dollars (\$225,000.00). The Parties agree that this is a non-reversionary
26 Settlement and that no portion of the Gross Settlement Amount shall revert to
27 Defendant. Other than the Defendant's share of employer payroll taxes and
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as provided for in Section III(A)(2) below, if any, Defendant shall not be required to pay more than the Gross Settlement Amount, except as provided for hereinbelow.

2. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 62 individuals who collectively worked approximately 5,892 Workweeks ("Projected Workweeks") during the Class Period. In regard hereto, Defendant will provide a declaration under penalty of perjury before the deadline for filing the motion for preliminary approval of the settlement, confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period. If the workweek number increases by more than 10% of the estimate stated herein, the Gross Settlement Amount will increase on a pro-rata basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10% (In other words, if the excess is 707, the increase will be 2% and if the increase is 589 (or less) than the increase is 10% or lower, and the increase will be zero (0%)).

3. Settlement Payment. Defendant is liable for payment of the Gross Settlement Amount. Defendant shall pay the Gross Settlement Amount to the Settlement Administrator on the Funding Date. If Defendant does not make the payment, the Released Parties will be responsible for making the payment.

4. Defendant's Share of Payroll Taxes. Defendant's share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount.

B. Release by Settlement Class Members. Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant and the Released Parties shall be entitled to a release from the Class Members of all class claims alleged in the operative complaint which occurred during the Class Period, and expressly excluding all other

1 claims, including claims for vested benefits, wrongful termination, unemployment
2 insurance, disability, social security, workers' compensation, and class claims outside
3 the Class Period.

4 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
5 the Gross Settlement Amount, the Defendant and Released Parties shall be entitled to
6 a release from Plaintiff and the State of California of all claims for statutory penalties
7 that could have been sought by the Labor Commissioner for the violations identified
8 in Plaintiff's pre-filing letter to the LWDA. Such release expressly excludes all other
9 claims, including claims for vested benefits, wrongful termination, unemployment
10 insurance, disability, social security, workers' compensation and PAGA claims
11 outside of the PAGA period.

12 D. General Release by Plaintiff. Upon funding of the Gross Settlement Amount, Plaintiff
13 waives, releases, acquits and forever discharges the Defendant and Released Parties
14 from any and all claims, whether known or unknown, which exist or may exist on his
15 behalf as of the date of this Agreement, including but not limited to any and all tort
16 claims, contract claims, wage claims, wrongful termination claims, disability claims,
17 benefit claims, public policy claims, retaliation claims, statutory claims, personal
18 injury claims, emotional distress claims, invasion of privacy claims, defamation
19 claims, fraud claims, quantum meruit claims, and any and all claims arising under any
20 federal, state or other governmental statute, law, regulation or ordinance, including,
21 but not limited to claims for violation of the Fair Labor Standards Act, the California
22 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other
23 state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination
24 in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII
25 of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
26 California Family Rights Act, the Family Medical Leave Act, California's
27 Whistleblower Protection Act, California Business & Professions Code Section 17200

1 et seq., and any and all claims arising under any federal, state or other governmental
2 statute, law, regulation or ordinance. Plaintiff also waives and relinquishes any and all
3 claims, rights or benefits that he may have under California Civil Code § 1542, which
4 provides as follows:

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

11
12 Thus, notwithstanding the provisions of section 1542, and to implement a full and
13 complete release and discharge of the Released Parties, Plaintiff expressly
14 acknowledges this Settlement Agreement is intended to include in its effect, without
15 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
16 the time of signing this Agreement, and that this Agreement contemplates the
17 extinguishment of any such claims. Plaintiff warrants that Plaintiff has read this
18 Agreement, including this waiver of California Civil Code section 1542, and that
19 Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
20 choosing about this Agreement and specifically about the waiver of section 1542, and
21 that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff
22 freely and knowingly enters into this Agreement. Plaintiff further acknowledges that
23 Plaintiff later may discover facts different from or in addition to those Plaintiff now
24 knows or believes to be true regarding the matters released or described in this
25 Agreement, and even so Plaintiff agrees that the releases and agreements contained in
26 this Agreement shall remain effective in all respects notwithstanding any later
27 discovery of any different or additional facts. Plaintiff expressly assumes any and all
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1 risk of any mistake in connection with the true facts involved in the matters, disputes,
2 or controversies released or described in this Agreement or with regard to any facts now
3 unknown to Plaintiff relating thereto.

4 E. Conditions Precedent: This Settlement will become final and effective only upon the
5 occurrence of all of the following events:

- 6 1. The Court enters an order granting preliminary approval of the Settlement;
- 7 2. The Court enters an order granting final approval of the Settlement and a Final
8 Judgment;
- 9 3. If an objector appears at the final approval hearing, the time for appeal of the
10 Final Judgment and Order Granting Final Approval of Class Action
11 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
12 any appeal from the Judgment and Order Granting Final Approval of Class
13 Action Settlement; and
- 14 4. Defendant fully funds the Gross Settlement Amount.

15 F. Nullification of Settlement Agreement. In the event that this Agreement is not
16 preliminarily or finally approved by the Court, fails to become effective, or is reversed,
17 withdrawn or modified by the Court, or in any way prevents or prohibits Defendant
18 from obtaining a complete resolution of the Released Claims, or if Defendant fails to
19 fully fund the Gross Settlement Amount:

- 20 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
21 and shall not be admissible in any judicial, administrative or arbitral
22 proceeding for any purpose or with respect to any issue, substantive or
23 procedural;
- 24 2. The conditional class certification (obtained for any purpose) shall be void *ab*
25 *initio* and of no force or effect, and shall not be admissible in any judicial,
26 administrative or arbitral proceeding for any purpose or with respect to any
27 issue, substantive or procedural; and

1 3. None of the Parties to this Settlement will be deemed to have waived any
2 claims, objections, defenses or arguments in the Action, including with respect
3 to the issue of class certification.

4 4. If Defendant has funded the Gross Settlement Amount, such amount will be
5 returned to Defendant. If Defendant fails to fully fund the Gross Settlement
6 Amount, Defendant shall bear the sole responsibility for any cost to issue or
7 reissue any curative notice to the Settlement Class Members and all Settlement
8 Administration Costs incurred to the date of nullification. If after Court
9 approval, Defendant fails to fully fund the Gross Settlement Amount,
10 Defendant shall bear the sole responsibility for any cost to issue or reissue any
11 curative notice to the Settlement Class Members and all Settlement
12 Administration Costs incurred to the date of nullification.

13 G. Certification of the Settlement Class. The Parties stipulate to conditional class
14 certification of the Class for the Class Period for purposes of settlement only. In the
15 event that this Settlement is not approved by the Court, fails to become effective, or is
16 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
17 Defendant from obtaining a complete resolution of the Released Claims, the
18 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
19 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
20 proceeding for any purpose or with respect to any issue, substantive or procedural.

21 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments called for, and Class Members and/or Aggrieved Employees are
23 not relying on any statement or representation by the Parties in this regard. Class
24 Members and/or Aggrieved Employees understand and agree that they will be
25 responsible for the payment of any taxes and penalties assessed on the Individual
26 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
27 Settlement described and will be solely responsible for any penalties or other
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obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

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

J. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for Order Granting Preliminary Approval and supporting papers within a reasonable period of time after complete execution of this agreement and will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion. Defendant shall provide all Declarations with required information as directed by the

1 Case Management Order entered on September 7, 2022 no later than 7 calendar days
2 prior to the filing of the Motion.

3 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
4 establishing and administering the QSF; calculating, processing and mailing payments
5 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
6 mailing the Notice Packets to the Class Members as directed by the Court; receiving
7 and reporting the objections and requests for exclusion; calculating, deducting and
8 remitting all legally required taxes from Individual Settlement Payments and
9 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
10 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
11 Settlement; processing and mailing tax payments to the appropriate state and federal
12 taxing authorities; providing declaration(s) as necessary in support of preliminary
13 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
14 or the Court orders the Settlement Administrator to perform. The Settlement
15 Administrator shall keep the Parties timely apprised of the performance of all
16 Settlement Administrator responsibilities by among other things, sending a weekly
17 status report to the Parties' counsel stating the date of the mailing, the of number of
18 Elections Not to Participate in Settlement it receives (including the numbers of valid
19 and deficient), and number of objections received. The Settlement Administrator will
20 be responsible to provide all reports necessary to Defendant's payroll company to
21 report all wages and withholdings on the Plaintiff's, Class Members', and Aggrieved
22 Employees' W-2. The Settlement Administrator will be responsible to provide
23 information necessary to assure all 1099s as required.

24 L. Notice Procedure.

25 1. Class Data. No later than ten (10) business days after the Preliminary
26 Approval Date, Defendant shall provide the Settlement Administrator with the
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1 Class Data for purposes of preparing and mailing Notice Packets to the Class
2 Members.

3 2. Notice Packets.

- 4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as Exhibit A, a
6 Request for Exclusion form attached hereto as Exhibit B, and an
7 Objection Form attached hereto as Exhibit C. The Notice of Class
8 Action Settlement shall inform Class Members and Aggrieved
9 Employees that they need not do anything in order to receive an
10 Individual Settlement Payment and/or Aggrieved Employees'
11 individual shares of the PAGA Settlement and to keep the Settlement
12 Administrator apprised of their current mailing address, to which the
13 Individual Settlement Payments and/or Aggrieved Employees'
14 individual shares of the PAGA Settlement will be mailed following
15 the Funding Date. The Notice of Class Action Settlement shall set
16 forth the release to be given by all members of the Class who do not
17 request to be excluded from the Settlement Class and/or Aggrieved
18 Employees' in exchange for an Individual Settlement Payment and/or
19 Aggrieved Employees' individual shares of the PAGA Settlement, the
20 number of Workweeks worked by each Class Member during the
21 Class Period and PAGA Period, if any, and the estimated amount of
22 their Individual Settlement Payment if they do not request to be
23 excluded from the Settlement and each Aggrieved Employee's share
24 of the PAGA Settlement, if any. The Settlement Administrator shall
25 use the Class Data to determine Class Members' Workweeks and
26 PAGA pay periods. The Notice will also advise the Aggrieved
27 Employees that they will release the Released PAGA Claims and will

1 receive their share of the PAGA Settlement regardless of whether they
2 request to be excluded from the Settlement.

- 3 b) The Notice Packet's mailing envelope shall include the following
4 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
5 ENTITLED TO PARTICIPATE IN A CLASS ACTION
6 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
7 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
8 NOTICE."

- 9 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
10 the Settlement Administrator will perform a search based on the National
11 Change of Address Database to update and correct any known or identifiable
12 address changes. No later than fourteen (14) calendar days after receiving the
13 Class Data from Defendant, the Settlement Administrator shall mail and email
14 copies of the Notice Packet to all Class Members via regular First-Class U.S.
15 Mail and electronic mail. The Settlement Administrator shall exercise its best
16 judgment to determine the current mailing address for each Class Member.
17 The address identified by the Settlement Administrator as the current mailing
18 address shall be presumed to be the best mailing address for each Class
19 Member.

- 20 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
21 Administrator as non-delivered on or before the Response Deadline shall be
22 re-mailed to any forwarding address provided. If no forwarding address is
23 provided, the Settlement Administrator shall promptly attempt to determine a
24 correct address by lawful use of skip-tracing, or other search using the name,
25 address and/or Social Security number of the Class Member involved, and
26 shall then perform a re-mailing, if another mailing address is identified by the
27 Settlement Administrator. In addition, if any Notice Packets, which are
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1 addressed to Class Members who are currently employed by Defendant, are
2 returned to the Settlement Administrator as non-delivered and no forwarding
3 address is provided, the Settlement Administrator shall notify Defendant.
4 Defendant will request that the currently employed Class Member provide a
5 corrected address, and transmit to the Administrator any corrected address
6 provided by the Class Member. Class Members who received a re-mailed
7 Notice Packet shall have their Response Deadline extended fifteen (15) days
8 from the original Response Deadline.

9 5. Disputes Regarding Individual Settlement Payments. Class Members will
10 have the opportunity, should they disagree with Defendant's records regarding
11 the start and end dates of employment to provide documentation and/or an
12 explanation to show contrary dates. If there is a dispute, the Settlement
13 Administrator will consult with the Parties to determine whether an
14 adjustment is warranted. The Settlement Administrator shall determine the
15 eligibility for, and the amounts of, any Individual Settlement Payments under
16 the terms of this Agreement. The Settlement Administrator's determination
17 of the eligibility for and amount of any Individual Settlement Payment shall
18 be binding upon the Class Member and the Parties, except as provided herein
19 below in Paragraph 6.

20 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
21 by the Settlement Administrator concerning the administration of the
22 Settlement will be resolved by the Court under the laws of the State of
23 California. Before any such involvement of the Court, counsel for the Parties
24 will confer in good faith to resolve the disputes without the necessity of
25 involving the Court.

26 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
27 Packet shall state that Class Members who wish to exclude themselves from
28

1 the Settlement must submit a signed copy of the Request for Exclusion form
2 to the Settlement Administrator. A Request for Exclusion form will be mailed
3 together with the Notice Packet to all Class Members. The Request for
4 Exclusion will not be valid if it is not timely submitted, if it is not signed by
5 the Class Member, or if it does not contain the name and address and last four
6 digits of the Social Security number of the Class Member. The date of the
7 postmark on the mailing envelope or fax stamp on the Request for Exclusion
8 shall be the exclusive means used to determine whether the request for
9 exclusion was timely submitted. Any Class Member who submits a timely
10 Request for Exclusion shall be excluded from the Settlement Class will not be
11 entitled to an Individual Settlement Payment and will not be otherwise bound
12 by the terms of the Settlement or have any right to object, appeal or comment
13 thereon. However, any Class Member that submits a timely Request for
14 Exclusion that is also a member of the Aggrieved Employees will still receive
15 his/her pro rata share of the PAGA Settlement, as specified below, and in
16 consideration, will be bound by the Release by the Aggrieved Employees as
17 set forth herein. Settlement Class Members who fail to submit a valid and
18 timely Request for Exclusion on or before the Response Deadline shall be
19 bound by all terms of the Settlement and any final judgment entered in this
20 Action if the Settlement is approved by the Court. No later than fourteen (14)
21 calendar days after the Response Deadline, the Settlement Administrator shall
22 provide counsel for the Parties with a final list of the Class Members who have
23 timely submitted timely Requests for Exclusion. At no time shall any of the
24 Parties or their counsel seek to solicit or otherwise encourage members of the
25 Class to submit Requests for Exclusion from the Settlement.

- 26 8. Objections. The Notice of Class Action Settlement contained in the Notice
27 Packet shall state that Class Members who wish to object to the Settlement
28

1 must submit a signed copy of the Objection Form to the Settlement
2 Administrator by the Response Deadline. A Objection Form will be mailed
3 together with the Notice Packet to all Class Members. The postmark date of
4 mailing shall be deemed the exclusive means for determining that a Objection
5 Form was served timely. The Objection Form must be signed by the
6 Settlement Class Member and state: (1) the name of the Settlement Class
7 Member; (2) the basis for the objection; and (3) the Class Member's signature.
8 Class Members who fail to submit an Objection Form may still make their
9 objections orally at the Final Approval/Settlement Fairness Hearing with the
10 Court's permission. Settlement Class Members will have a right to appear at
11 the Final Approval/Settlement Fairness Hearing to have their objections heard
12 by the Court regardless of whether they submitted a written objection. At no
13 time shall any of the Parties or their counsel seek to solicit or otherwise
14 encourage Class Members to file or serve written objections to the Settlement
15 or appeal from the Order and Final Judgment. Class Members who submit a
16 written request for exclusion may not object to the Settlement. Class Members
17 may not object to the PAGA Settlement.

18 M. Allocation of the Gross Settlement Amount.

- 19 1. Individual Settlement Payments. Individual Settlement Payments shall be
20 paid from the Net Settlement Amount and shall be paid pursuant to the
21 formula set forth herein. Using the Class Data, the Settlement Administrator
22 shall add up the total number of Workweeks for all Class Members. The
23 respective Workweeks for each Class Member will be divided by the total
24 Workweeks for all Class Members, resulting in the Payment Ratio for each
25 Class Member. Each Class Member's Payment Ratio will then be multiplied
26 by the Net Settlement Amount to calculate each Class Member's estimated
27 Individual Settlement Payments. Each Individual Settlement Payment will be

1 reduced by any legally mandated employee tax withholdings (e.g., employee
2 payroll taxes, etc.). Individual Settlement Payments for Class Members who
3 submit valid and timely requests for exclusion will be redistributed to
4 Settlement Class Members who do not submit valid and timely requests for
5 exclusion on a pro rata basis based on their respective Payment Ratios.

6 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
7 Class Data, the Settlement Administrator shall add up the total number of
8 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
9 The respective PAGA pay periods for each Aggrieved Employee will be
10 divided by the total PAGA pay periods for all Aggrieved Employees, resulting
11 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
12 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
13 Aggrieved Employee Payment to calculate each Aggrieved Employee's
14 estimated share of the PAGA Settlement.

15 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
16 Settlement Payments shall be allocated and treated as follows: 20% as wages
17 ("Wage Portion"); 80% as penalties and interest ("Non-Wage Portion"). The
18 Wage Portion is subject to wage withholdings and shall be reported on IRS
19 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
20 and shall be reported on IRS Form 1099.

21 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
22 Employee Settlement Payments shall be allocated and treated as 100%
23 penalties and shall be reported on IRS Form 1099.

24 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
25 individual shares of the PAGA Settlement made to Settlement Class Members
26 and/or Aggrieved Employees under this Settlement Agreement, as well as any
27 other payments made pursuant to this Settlement Agreement, will not be
28

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

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Settlement provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the PAGA Settlement.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that

1 the check will expire after the 180th day, and invite that Settlement Class
2 Member and/or Aggrieved Employee to request reissuance in the event the
3 check was destroyed, lost or misplaced. In the event an Individual Settlement
4 Payment and/or Aggrieved Employee's individual share of the PAGA
5 Settlement check has not been cashed within one hundred and eighty (180)
6 days, the check will be voided and the funds from any such uncashed checks
7 will then be directed to the State Controller's Office Unclaimed Property
8 Division in the name of the Class Member or Aggrieved Employee.

- 9 9. Class Representative Service Award. In addition to the Individual Settlement
10 Payment and his individual share of the PAGA Settlement to be paid to
11 Plaintiff, Plaintiff will apply to the Court for an award of not more than
12 \$10,000, as the Class Representative Service Award. Defendant does not
13 presently intend to oppose a Class Representative Service Award of not more
14 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
15 Representative Service Award, either in the amount stated herein if approved
16 by the Court or some other amount as approved by the Court, to Plaintiff from
17 the Gross Settlement Amount no later than fifteen (15) calendar days after the
18 Funding Date. Any portion of the requested Class Representative Service
19 Award that are not awarded to the Class Representative shall be part of the
20 Net Settlement Amount and shall be distributed to Settlement Class Members
21 as provided in this Agreement. The Settlement Administrator shall issue an
22 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service
23 Award. Plaintiff shall be solely and legally responsible to pay any and all
24 applicable taxes on his Class Representative Service Award and shall hold
25 harmless the Released Parties from any claim or liability for taxes, penalties,
26 or interest arising as a result of the Class Representative Service Award. The
27 Class Representative Service Award shall be in addition to Plaintiff's

1 Individual Settlement Payment as a Settlement Class Member. Approval of
2 this Settlement shall not be conditioned on Court approval of the requested
3 amount of the Class Representative Service Award. If the Court reduces or
4 does not approve the requested Class Representative Service Award, Plaintiff
5 shall not have the right to revoke the Settlement, and it will remain binding.

6 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
7 attorneys' fees not to exceed one-third of the Gross Settlement Amount
8 currently estimated to be \$75,000 plus costs and expenses supported by
9 declaration not to exceed Twelve Thousand Dollars (\$12,000), from the Gross
10 Settlement Amount will be filed. Any portion of the requested Class Counsel
11 Award that is not awarded to Class Counsel shall be part of the Net Settlement
12 Amount and shall be distributed to Settlement Class Members as provided in
13 this Agreement. The Settlement Administrator shall allocate and pay the
14 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
15 later than fifteen (15) calendar days after the Funding Date. Class Counsel
16 shall be solely and legally responsible to pay all applicable taxes on the
17 payment made pursuant to this paragraph. The Settlement Administrator shall
18 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
19 pursuant to this paragraph. In the event that the Court reduces or does not
20 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
21 not have the right to revoke the Settlement, or to appeal such order, and the
22 Settlement will remain binding.

23 11. PAGA Settlement. Ten Thousand Dollars (\$10,000) shall be allocated from
24 the Gross Settlement Amount for settlement of claims for civil penalties under
25 the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
26 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
27 Settlement (\$7,500) to the California Labor and Workforce Development
28

Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$2,500) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$5,765.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within a reasonable time following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion. Defendant will provide any required Declarations as required by the Court within the Case Management Order issued on September 7, 2022 at least 7 calendar days prior to the filing of the Motion.

1. Declaration by Settlement Administrator. No later than fourteen (14) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this

1 Settlement detailing the number of Notice Packets mailed and re-mailed to
2 Class Members, the number of undeliverable Notice Packets, the number of
3 timely requests for exclusion, the number of objections received, the amount
4 of the average Individual Settlement Payment and highest Individual
5 Settlement Payment, the Settlement Administration Costs, and any other
6 information as the Parties mutually agree or the Court orders the Settlement
7 Administrator to provide.

8 2. Final Approval Order and Judgment. Class Counsel shall present an Order
9 Granting Final Approval of Class Action Settlement to the Court for its
10 approval, and Judgment thereon, at the time Class Counsel files the Motion
11 for Final Approval.

12 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
13 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
14 Final Approval, including the Order Granting Final Approval of Class Action
15 Settlement, and Judgment before filing with the Court. The Parties and their counsel
16 will cooperate with each other and use their best efforts to affect the Court's approval
17 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
18 Judgment.

19 O. Cooperation. The Parties and their counsel will cooperate with each other and use
20 their best efforts to implement the Settlement.

21 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
22 except such proceedings necessary to implement and complete the Settlement, pending
23 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

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

26 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
27 Agreement among these Parties, and no oral or written representations, warranties or
28

1 inducements have been made to any Party concerning this Agreement or its Exhibit
2 other than the representations, warranties and covenants contained and memorialized
3 in this Agreement and its Exhibit.

4 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
5 represent they are expressly authorized by the Parties whom they represent to negotiate
6 this Agreement and to take all appropriate Action required or permitted to be taken by
7 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
8 documents required to effectuate the terms of this Agreement. The persons signing
9 this Agreement on behalf of Defendant represent and warrant that they are authorized
10 to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that
11 he is authorized to sign this Agreement and that he has not assigned any claim, or part
12 of a claim, covered by this Settlement to a third-party.

13 T. No Public Comment: The Parties and their counsel agree that they will not issue any
14 press releases, initiate any contact with the press, respond to any press inquiry, or have
15 any communication with the press about the fact, amount or terms of the Settlement
16 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
17 of its terms for any marketing or promotional purposes. Nothing herein will restrict
18 Class Counsel from including publicly available information regarding this settlement
19 in future judicial submissions regarding Class Counsel's qualifications and experience.
20 Further, Class Counsel will not include, reference or use the Settlement Agreement for
21 any marketing or promotional purposes, either before or after the Motion for
22 Preliminary Approval is filed.

23 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
24 to the benefit of, the successors or assigns of the Parties, as previously defined.

25 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
26 shall be governed by and interpreted according to the laws of the State of California.

- 1 W. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same
3 instrument provided that counsel for the Parties to this Agreement shall exchange
4 among themselves copies or originals of the signed counterparts.
- 5 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
6 is a fair, adequate and reasonable settlement of this Action and have arrived at this
7 Settlement after extensive arms-length negotiations, taking into account all relevant
8 factors, present and potential.
- 9 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
10 respect to the interpretation, implementation and enforcement of the terms of this
11 Agreement and all orders and judgments entered in connection therewith, and the
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing and enforcing the settlement and all orders and judgments
14 entered in connection with this Agreement.
- 15 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Court shall first attempt to construe the provisions valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this
18 Agreement valid and enforceable.
- 19 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
20 intend to pursue any claims against the Released Parties, including, but not limited to,
21 any and all claims relating to or arising from Plaintiff's employment with Defendant,
22 regardless of whether Class Counsel is currently aware of any facts or legal theories
23 upon which any claims or causes of action could be brought against Released Parties,
24 including those facts or legal theories alleged in the operative complaint in this Action.
25 The Parties further acknowledge, understand and agree that this representation is
26 essential to the Agreement and that this Agreement would not have been entered into
27 were it not for this representation.

1 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
2 for purposes of this settlement only.

3 CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
4 Released Claims have merit and give rise to liability on the part of Defendant.
5 Defendant claims that the Released Claims have no merit and do not give rise to
6 liability. This Agreement is a compromise of disputed claims. Nothing contained in
7 this Agreement and no documents referred to and no action taken to carry out this
8 Agreement may be construed or used as an admission by or against the Defendant or
9 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
10 than as may be specifically set forth herein, each Party shall be responsible for and
11 shall bear its/his own attorney's fees and costs.

12 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

13
14
15 DATED: _____


Julio Hernandez (Jan 22, 2024 12:32 PST)
JULIO C. HERNANDEZ

16
17
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19
20 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

21
22 DATED: 1/17/2024

23 BREAKFAST CLUB, LLC

DocuSigned by:



A0EA30FF59FA185

24 Christopher Vitolo

25
26
27 Manager

1
2 IT IS SO AGREED AS TO FORM BY COUNSEL:

3
4 DATED: January 22, 2024

JCL LAW FIRM, A.P.C.

5 By: 

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8
9 DATED: January 22, 2024

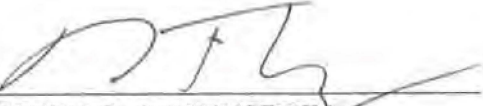
ZAKAY LAW GROUP, APLC

10 By: 

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13
14 DATED: 1/18/24

ROSENSTEIN & ASSOCIATES

15
16 By: 

17 ROBERT B. ROSENSTEIN
18 DANIEL A. THOMPSON
19 Attorneys for Defendant
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