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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

Coordination Proceeding
Special Title (Rule 3.550)

RCSH WAGE AND HOUR CASES

Included Actions:

Eddie Castillo, et al. v. RCSH Operations, Inc., et al., San Francisco County Superior Court Case No. CGC-21-594237

Eddie Castillo v. RCSH Operations, Inc.., et al., Los Angeles County Superior Court Case No. 21SMCV01530

Adrian Quiroz Guerrero, et al. v. Ruth's Hospitality Group, Inc., Riverside County Superior Court Case No. RIC1804127

Amanda M. Patterson v. RCSH Operations, Inc., Contra Costa County Superior Court Case No. MSC21-02077

Case No.: JCCP5243

Honorable Harold W. Hopp
Department 10

CLASS ACTION

DECLARATION OF BRIAN J. ST. JOHN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

[Plaintiffs' Motion for Preliminary Approval of Class Action Settlement; Declarations of Proposed Cy Pres Recipient (Tessie D. Solorzano); Declaration of Proposed Administrator (Eric Springer) and [Proposed] Order filed concurrently herewith]

Date:	August 17, 2023
Time:	8:30 a.m.
Department:	10
Reservation No.:	547365648692
Castillo Complaint Filed:	July 29, 2021
Castillo PAGA Complaint Filed:	Sept. 17, 2021
Patterson Complaint Filed:	Oct. 20, 2021
Guerrero Complaint Filed:	Feb. 26, 2018
Trial Date:	None Set

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DECLARATION OF BRIAN J. ST. JOHN

I, **Brian J. St. John,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Eddie Castillo and Juan Carlos Menendez Funes. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In

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addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, he was employed by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice focused on class actions and other complex cases involving toxic torts and products liability. In addition, he gained substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he argued approximately one hundred (100) motions, took or defended approximately one hundred fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

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4. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008 he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). He has worked on over one hundred (100) class action or representative action cases which have resulted in settlement, including and not limited to those listed in paragraph 7 herein.

5. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled

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briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor's degree from the University of California, San Diego in 2010 and earned my Juris Doctor degree from the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in California in 2015. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, inter alia, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent several years working for a boutique employment and labor law firm representing employers, and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental plan.

EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND REPRESENTATIVE ACTION CASES

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

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g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the "Operations Manager" position. On September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA action involving allegations of misclassification of the salaried residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

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l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

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w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

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bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the

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court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

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ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT

8. Marked and attached hereto as "**EXHIBIT 1**" is the Joint Stipulation and Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiffs Adrian Quiroz Guerrero, Anton Kassa, Lucas Martin Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson ("Plaintiffs"), individually and on behalf of all others similarly situated and other aggrieved employees, on the one hand, and Defendants Ruth's Hospitality Group, Inc. and RCSH Operations, Inc. ("Defendants"), on the other hand (collectively, the "Parties"). The Parties and their counsel have approved the proposed Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice"), Objection Form ("Objection Form"), and Exclusion Form ("Exclusion Form"), which are attached to the Settlement Agreement as "Exhibit A," "Exhibit B," and "Exhibit C," respectively, and respectfully request that the Court approve them as well.

9. Based on information provided by Defendants, as of December 24, 2021, the Class is estimated to consist of approximately four thousand one hundred seven (4,107) individuals and the Allegedly Aggrieved Employees are estimated to consist of approximately three thousand forty-two (3,042) individuals.

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10. The effectiveness of Lawyers *for* Justice, PC; JCL Law Firm, APC; Zakay Law Group, APLC; Srourian Law Firm, P.C.; and Sirmabekian Law Firm, P.C. ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other similar class action settlements of this type given the strengths and weaknesses of the cases; and (3) significant savings in Class Counsel's fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

11. Collectively, Class Counsel has litigated the matter for over five (5) years, and was actively preparing the matter for class certification and trial. The Parties have engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Steven J. Rottman, Esq. (the "Mediator"), a well-respected mediator experienced in mediating complex labor and employment matters. In the course of mediation and settlement discussions, the Parties exchanged class information and engaged in an extensive discussion regarding their evaluations of the cases and various aspects of the cases, including but not limited to, the risks and delays of further litigation, the risks to the Parties of proceeding with class certification and/or representative adjudication, the law relating to off-the-clock theory, meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the possibility of appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and their counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel believed that they would be able to obtain class certification and prevail at trial. After conducting investigations, formal and informal discovery, exchange of information, and extensive settlement negotiations, and with the aid of the Mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiffs' principal claims, as well as the costs and risks to both sides that would attend further litigation. The Settlement is a fair,

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reasonable, and adequate resolution of the Released Class Claims of Plaintiffs and the Participating Class Members and of the Released PAGA Claims of the State of California and Allegedly Aggrieved Employees, against the Released Parties.

12. The Parties used the pre-mediation time to investigate the veracity, strength, and scope of the claims, and Class Counsel were preparing the actions for class certification and trial. Prior to engaging in mediation, Plaintiffs conducted significant investigation and formal and informal discovery regarding the facts of the cases, including and not limited to, the exchange, review, and analysis of a large volume of documents and data obtained from Defendants and other sources. Class Counsel propounded multiple sets of formal written discovery requests onto Defendants, reviewed Defendants' responses to Plaintiffs' discovery requests, and noticed the depositions of Defendants' Person Most Knowledgeable designees. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to: employment records of Plaintiffs, a detailed sampling of putative class members time and pay data, multiple iterations of Defendants' Associate Handbook Addendum, company policy acknowledgements and forms (including, but not limited to, Application for Employment, Acknowledgment of Receipt of Notification of Possible Error in Social Security Information and Request for Correction, Acknowledgment of Inability to Explain Discrepancy in Social Security Information, Tax Credit Questionnaire, Meal Period Verification Form, California Vacation/Sick Time Request Form, Acknowledgment and Receipt of Ruth's Chris Steak House California Discrimination/Harassment/Retaliation Policy, Meal Period Waivers Rest Break And Meal Period Policy Acknowledgment, Acknowledgment of Human Resources Training, Basic Employee Data Sheet, and Tip Acknowledgement), employment policies, practices, and procedures (including, but not limited to, Sick Leave Policy, Mutual Meal Period Waiver, Alcohol Policy, Performance Assessment, Personnel Action Request, and Notice to Employee as to Change in Relationship), among other information and documents. Class Counsel interviewed Plaintiffs and conducted investigations to gather facts and circumstances surrounding Plaintiff and putative class members' employment and to identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the

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production of documents and data prior to the mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended court proceedings, mediation, and settlement negotiations, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is constantly evolving as it relates to certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, I submit that the result achieved in this litigation is fair, adequate, and reasonable.

14. The Settlement provides for a Gross Settlement Amount of Six Million Dollars and Zero Cents ($6,000,000.00). The Net Settlement Amount is the Gross Settlement Amount less the following amounts subject to approval by the Court: Fee Award and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service Payments to Plaintiffs, Administration Expenses Payment to Administrator, and the LWDA PAGA Payment to the Labor and Workforce Development Agency ("LWDA"). Assuming that the amounts allocated under the Settlement toward these payments are awarded by the Court, the Net Settlement Amount is currently estimated to be Two Million Five Hundred Ninety-Eight Thousand Dollars and Zero Cents ($2,598,000.00). Additionally, twenty-five percent (25%) of the PAGA Penalties, which is $187,500.00 out of $750,000.00, will be distributed to Aggrieved Employees. The Gross Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there is no reversion to Defendants.

15. After obtaining competing bids from multiple potential settlement administrators ranging from $23,995.00 to $38,290.00, the Parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Administrator"), which quoted $23,995.00, to handle the notice and settlement administration. The Parties respectfully request that the Court appoint Simpluris to handle these procedures and serve as the Administrator. Defendants will provide Simpluris with a list of Class Member identifying information in Defendants' possession, which Defendants shall diligently and in good faith compile from their records, including each and every Class Member's full name,

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last-known mailing address, last-known telephone number, Social Security number, number of Workweeks, and number of Workweeks during the period from February 26, 2014 through December 24, 2021 ("Class Data"). Simpluris will calculate each Participating Class Member's estimated share of the Net Settlement Amount ("Individual Class Share") and each Allegedly Aggrieved Employee's estimated share of twenty-five percent (25%) share of the PAGA Penalties ("Individual PAGA Payment"). Simpluris will also receive Requests for Exclusions, Objections, and challenges to Workweek and/or PAGA Pay Periods; provide necessary reports and declarations; calculate, subtract, and transmit necessary taxes and withholdings; prepare and submit informational and other tax filings and documents; issue and transmit all payments provided for by the Settlement, including and not limited to, mailing Individual Class Share checks to the Participating Class Members and Individual PAGA Payments to Allegedly Aggrieved Employees; and perform any other usual and customary duties for administering a class action settlement. The Administration Expenses Payment is currently estimated not to exceed Twenty Seven Thousand Dollars and Zero Cents ($23,995.00) and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

16. Based on investigation and information discovered, Class Counsel believe that there is sufficient evidence to support the allegations made in the lawsuits, including the allegations that Defendants, with respect to Plaintiffs and the Class Members, *inter alia*, failed to properly pay overtime and minimum wages and associated premium pay, failed to provide compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages during employment and upon termination of employment, failed to provide compliant wage statements, failed to maintain requisite payroll records, and failed to reimburse necessary business expenses, and thereby engaged in unfair business practices and conduct giving rise to penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, et seq.). Plaintiffs also asserted that Class Members were expected to perform similar job duties and were subject to the same or similar operations and employment policies, practices, and procedures. Additionally, Plaintiffs asserted that Defendants' recordkeeping practices with respect to Plaintiffs and the Class Members were substantially the same during the time period at issue. As a result,

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Plaintiffs claim that the Class Members, were uniformly not paid all of the compensation that was owed to them by Defendants since February 26, 2014. Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants' uniform operations and employment practices, policies, and procedures that Plaintiffs allege applied across their hourly-paid or non-exempt employees in California during the relevant time Period.

17. Class Counsel are aware of the defenses and position of Defendants, but believe that Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class Counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendants' defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

18. Defendants, on the other hand, denied and continue to deny any liability and wrongdoing of any kind associated with the claims alleged in the lawsuits, and further deny that the lawsuits are appropriate for class treatment or representative adjudication for any purpose other than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both sides have also had the opportunity to interview witnesses and review documents and information relating to Plaintiffs' and Class Member's employment with Defendants, and Defendants' operations and employment policies, practices, and procedures. The Parties also reviewed and analyzed a large volume of documents and data, including but not limited to a detailed sampling of Class Members' time and pay information, to determine the potential value and strength of the claims. The available information enabled Class Counsel to asses and value the class and PAGA claims and prepare violation, damages, and penalties analyses and models. Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently informed of the nature and extent of the class and PAGA claims, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Settlement takes into account the

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strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded at certification, trial, and/or appeals.

19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an amount of up to forty percent (40%) of the Gross Settlement Amount (i.e., $2,400,000.00) and expenses and costs in an amount not to exceed Seventy Five Thousand Dollars and Zero Cents ($75,000.00), which will be paid out of the Gross Settlement Amount, subject to approval by the Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

20. The Settlement Agreement provides for payment of up to Twenty Five Thousand Dollars and Zero Cents ($25,000.00) each to Plaintiffs as Class Representative Service Payments (for a combined total of $150,000), to be paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent considerable time and effort to produce relevant documents and past employment records and to provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever Class Counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the class and PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to each receive a Class Representative Service Payment, in addition to an Individual Class Payment and Individual PAGA Payment, for services performed in the matter on behalf of the Class, State of California, and Allegedly Aggrieved Employees.

OTHER PENDING ACTIONS

21. I made reasonable inquiry of other members at Lawyers *for* Justice, PC, and I am not aware of any other pending actions against Defendant in any other Court that the Settlement may impact.

RELATION TO PROPOSED *CY PRES* RECIPIENT

23. I made reasonable inquiry of Plaintiff and other members at Lawyers *for* Justice, PC, and to the best of my knowledge, neither I, Plaintiff, nor other members at Lawyers *for* Justice, PC have any relationship with the proposed *cy pres* recipient Inland Counties Legal Services, Inc.

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ESTIMATE OF THE VALUE OF THE CLAIMS

25. Plaintiff's action alleges that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform policy and systematic scheme of wage abuse against Plaintiff and the putative class members, including *inter alia,* failing to properly compensate overtime and minimum wages, failing to provide compliant meal and rest periods and associated premium pay, failing to timely pay wages during employment, failing to timely pay wages upon termination and associated waiting-time penalties, failing to provide compliant wage statements, failing to maintain requisite payroll records, and failing to reimburse necessary business expenses. Plaintiff further contends that Defendant's aforementioned conduct constitutes unfair business practices (under the California Business and Professions Code ("UCL") and gives rise to civil penalties recoverable under PAGA.

26. Based on data provided by Defendants and Defendants' representations to Class Counsel, the total number of putative class members during the period from February 26, 2021 through December 24, 2021 ("relevant time period") was estimated to be approximately four thousand one hundred seventy-four (4,174) individuals who worked a total of three hundred one thousand seven hundred thirty seven (301,737) workweeks with an average hourly rate of pay of thirteen dollars and twenty-four cents ($13.24).

27. Plaintiffs contended that Defendants required putative class members to perform work before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods. Plaintiffs contended that Defendants discouraged the recordation of overtime hours and required putative class members to perform work off-the-clock. For example, Plaintiffs contended that Plaintiffs and other putative class members were required to perform job duties such as attending crew meetings, helping servers, serving guests, clearing and cleaning tables, cleaning trays that were used to prepare food, and preparing plates, ice, silverware, butter plates, tablecloth, and glassware for tables before and after clocking in and out for their scheduled shifts, and during meal and rest periods. Plaintiffs also contended that Defendants failed to include non-discretionary bonuses and incentives in the calculation of the regular rate when paying overtime wages. Plaintiffs further contended that meal and rest periods were regularly missed, late,

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shortened, and/or interrupted, that putative class members were required to remain on premises during rest breaks, readily available to perform work, answer questions from both supervisors and coworkers and assist customers, and that Defendants failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs alleged that Defendants intentionally and willfully failed to pay Plaintiffs and putative class members all wages due to them while they were employed by Defendants, within the time period permissible under California law, and that Defendants failed to pay all wages due upon termination, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contended that, based on the violations described herein, the wage statements provided by Defendants and the payroll records kept by Defendants were inaccurate. Finally, Plaintiffs contended that Defendants failed to reimburse Plaintiffs and the other putative class members for necessary business expenses, including, but not limited to, the costs associated with the use of personal cell phones.

28. Class Counsel considered defense arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that Defendants paid putative class members over the California minimum wage for all hours worked, that Defendants correctly paid overtime for all overtime hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due and owing at the time of termination or resignation, that Plaintiffs and putative class members suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other causes of action, and that a policy and practice of reimbursing employees for necessary business-related expenses exists. Class Counsel also considered the likelihood of Plaintiffs' success in establishing that any of provisions of the California Labor Code, on which the civil penalties under PAGA and the UCL claim are predicated, were violated and that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel also considered that trial courts have wide discretion when assessing penalties under PAGA, and that it could be determined that individual liability issues predominate (e.g. due to purported variation in shifts, job duties, and other circumstances which could raise individualized questions

of fact) and could pose challenges to certification, manageability, and the merits of Plaintiff's claims.

29. Class Counsel considered information obtained through investigations and from Plaintiffs, as well as class data and information obtained from Defendants and other sources, and created violation, damages, and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value of each claim assumed an exposure based on the case having been certified and Plaintiffs having proven all elements of the claims and entitlement to monetary recovery, despite risks associated with obtaining and maintaining certification, demonstrating manageability, and establishing liability and any underlying California Labor Code violations and damages, and significant additional costs that would have to be incurred in order to certify the case and establish liability and damages. Plaintiffs also faced the risk of the Court finding that individualized issues predominate, such that the action is not suitable for class treatment and representative adjudication. While Class Counsel disagreed with defense arguments and factual contentions, Plaintiffs' recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of the claims as follows:

a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be $11,984,993.64 (301,737 workweeks x 2 hours of unpaid overtime wages x overtime hourly rate of $19.86, which is based on the average hourly rate of $13.24). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $5,992,496.82), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $2,996,248.41), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $898,874.52).

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b. Failure to Pay Minimum Wages: The potential value of this claim was estimated to be $3,994,997.88 (301,737 workweeks x 1 hours of unpaid minimum wages x average hourly rate of $13.24). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,597,999.15), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $639,199.66), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $191,759.90).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be $7,989,995.76 (301,737 workweeks x 2 meal period premiums x average hourly rate of $13.24). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $3,994,997.88), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,597,999.15), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $479,399.75).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be $3,994,997.88 (301,737 workweeks x 1 rest period premium x average hourly rate of $13.24). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $1,597,999.15), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $479,399.75), and a discount of 70% was applied to account for the risks associated

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with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $143,819.93).

e. Failure to Timely Pay Wages During Employment: The value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

f. Failure to Timely Pay Wages After Termination (and Waiting-Time Penalties): Based on information and data provided by Defendant, it was estimated that approximately three thousand forty-two (3,042) putative class members had been terminated during the three-year statute of limitations (i.e., from February 26, 2015). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be $9,666,259.20 collectively (3,042 individuals x [30 days x hourly rate of $13.24 x 8 hours]), or approximately $3,177.60 per individual. At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $3,866,503.68), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,159,951.10), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $231,990.22).

g. Failure to Provide Compliant Wage Statements: The potential value of this claim was calculated to be $8,472,000.00 (2,118 individuals x $4,000 statutory maximum). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $3,388,800.00), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,016,640.00), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $203,328.00).

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h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.

i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be $1,508,685.00 (301,737 workweeks x $5 unreimbursed business expenses). At this juncture, a discount of 50% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to $754,342.50), a discount of 60% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $301,737.00), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to $90,521.10).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately $3,282,900.00 (2,118 aggrieved employees estimated to have worked during one-year statutory period x $1,550.00 civil penalties). At this juncture, a discount of 40% was applied to account for the risks associated with demonstrating manageability (bringing the value of this claim closer to $1,969,740.00), a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $984,870.00), and a discount of 60% was applied to account for the risks associated with the Court's discretion to reduce civil penalties and obtaining an award of civil penalties (bringing the value of this claim closer to $393,948.00).

30. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose

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challenges to certification, manageability, merits, and monetary recovery. Class Counsel estimates that the potential value to be recovered if Plaintiffs was successful at trial on all of the claims is $50,894,829.36 and the total value that could reasonably be expected to be awarded at trial, taking into account the likelihood of prevailing and other attendant risks, is $2,633,641.42. Seen in this light, the Gross Settlement Amount of $6,000,000.00 represents 11.07% of the potential value and 227.82% of the risk-adjusted value of the claims.

Principle Claim	Potential Value	Risk-Adjusted Realistic Value
1. Failure to Pay Overtime Wages	$11,984,993.64	$898,874.52
2. Failure to Pay Minimum Wages	$3,994,997.88	$191,759.90
3. Failure to Provide Compliant Meal Periods and Associated Premiums	$7,989,995.76	$479,399.75
4. Failure to Provide Compliant Rest Periods and Associated Premiums	$3,994,997.88	$143,819.93
5. Failure to Timely Provide Wages and Waiting-Time Penalties	$9,666,259.20	$231,990.22
6. Failure to Provide Compliant Wage Statement	$8,472,000.00	$203,328.00
7. Failure to Maintain Requisite Payroll Records	See item 9.	
8. Failure to Reimburse Business Expenses	$1,508,685.00	$90,521.10
9. Unfair Business Practices	See items 1, 2, 3 and 7.	
10. Private Attorneys General Act	$3,282,900.00	$393,948.00
Total:	**$50,894,829.36**	**$2,633,641.42**

The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel also recognized that additional discounts could be made to the risk-adjusted value to account for the costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the case, applicable case law and regulations, and risks to recovery and applied appropriate discounts.

21. Class Counsel submit that the Settlement is fair, reasonable, and adequate, and is in the best interest of Plaintiffs, the Class, and the State of California. Class Counsel further submit

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that the Settlement is within an acceptable range of recovery for this type of litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further litigation, and the costs and risks associated with class certification, representative adjudication, trial, and/or appeals.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 26th day of July 2023, at Glendale, California.

Brian J. St. John

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EXHIBIT 1

JOINT STIPULATION AND CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Joint Stipulation and Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, Lucas Martin Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson (together, "Plaintiffs"), individually and on behalf of the putative class, the State of California, and the allegedly aggrieved employees, on the one hand, and defendants Ruth's Hospitality Group, Inc. and RCSH Operations, Inc. (together, "Defendants"), on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. **"Action"** means, collectively, Plaintiffs' lawsuits alleging various wage and hour violations against Defendants, which have been coordinated by the Judicial Council of California as *RCSH Wage and Hour Cases*, Judicial Council Coordination Proceeding No. 5243. The Action expressly includes the following actions:

1.1.1. *Adrian Quiroz Guerrero, et al. v. Ruth's Hospitality Group, Inc., et al.,* Riverside County Superior Court Case No. RIC1804127, filed on February 26, 2018 ("Guerrero Action").

1.1.2. *Eddie Castillo, et al. v. RCSH Operations, Inc., et al.*, San Francisco County Superior Court Case No. CGC-21-594237, filed on July 29, 2021 ("Castillo Class Action"),

1.1.3. *Eddie Castillo v. RCSH Operations, Inc., et al.*, Los Angeles County Superior Court Case No. 21SMCV01530, filed on September 17, 2021 ("Castillo PAGA Action").

1.1.4. *Amanda M. Patterson v. RCSH Operations, Inc.,* Contra Costa County Superior Court Case No. MSC-21-02077, filed on October 20, 2021 ("Patterson Action").

1.2. **"Administrator"** means Simpluris, Inc., the neutral third-party administrator which the Parties have agreed to appoint to administer the Settlement, pursuant to Court approval.

1.3. **"Administration Expenses Payment"** or "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount (subject to Court approval) to reimburse its reasonable fees and expenses for administration of the Settlement, in accordance with the Administrator's "not to exceed" bid or quote submitted to the Parties in connection with Preliminary Approval of the Settlement.

1.4. **"Allegedly Aggrieved Employees"** means all current and/or former hourly-paid or non-exempt employees of Defendants in California at any time during the PAGA Period.

1.5. **"Class"** means all current and/or former hourly-paid or non-exempt employees of Defendants in California at any time during the Class Period.

1.6. **“Class Counsel”** means, collectively, Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Brian St. John of Lawyers *for* Justice, PC; Jean-Claude Lapuyade and Sydney Castillo-Johnson of JCL Law Firm, APC; Shani O. Zakay of Zakay Law Group, APLC; Daniel Srourian of Srourian Law Firm, P.C.; and Sarkis Sirmabekian of Sirmabekian Law Firm, P.C.

1.7. **“Class Counsel Litigation Expenses Payments”** mean the Court-approved amount allocated to Class Counsel for reimbursement of reasonable and actual litigation costs incurred to prosecute the Action.

1.8. **“Class Data”** means a list of Class Member identifying information in Defendants’ possession, which Defendants shall diligently and in good faith compile from their records, including each and every Class Member’s full name, last-known mailing address, last known telephone number, Social Security number, number of Workweeks, and number of Workweeks during the period from February 26, 2014 through December 24, 2021 (so that Class Counsel and the Administrator may confirm whether or not the threshold referenced in the escalator provision in Paragraph 5.1 has been exceeded).

1.9. **“Class Member”** means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

1.10. **“Class Member Address Search”** means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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

1.12. **“Class Period”** means the period from February 26, 2014 through the date that the Court grants preliminary approval of the settlement.

1.13. **“Class Representative(s)”** means Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, Lucas Martin Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson.

1.14. **“Class Representative Service Payments”** means the payments to Class Representatives for their services in support of the Class and the PAGA representative claims, subject to Court approval, which sum will be up to Twenty-Five Thousand Dollars ($25,000) to each Class Representative, for a total of up to One Hundred Fifty Thousand Dollars ($150,000).

1.15. **“Class Settlement”** means the settlement and resolution of the Released Class Claims.

1.16. **“Court”** means the Superior Court of the State of California for the County of Riverside, or any subsequent court in which the Action has been coordinated.

1.17. **“Defense Counsel”** means Margaret Rosenthal, Vartan S. Madoyan, and Vivian Y. Shen of Baker & Hostetler LLP.

1.18. **“Effective Date”** means the earliest date by which both of the following have occurred: (a) the Court enters a Judgment based on its Final Approval of the Settlement; and (b) the Judgment becomes final. The Judgment becomes final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Class Settlement, the day the Court enters Judgment; or (b) if one or more Participating Class Members object to the Class Settlement, the first day when the Judgement can no longer be appealed, which is either (i) the day after the deadline for filing a notice of appeal from the Judgment, if no timely appeal from the Judgement is filed, or (ii) the day after the appellate court affirms the Judgment and issues a remittitur, if an appeal from the Judgment is timely filed.

1.19. **“Fee Award”** means the Court-approved award of attorneys’ fees to be paid to Class Counsel for the services they rendered on behalf of Plaintiffs, the Class, and the Allegedly Aggrieved Employees. Class Counsel will not seek, and Defendants will not oppose, attorneys’ fees of more than forty percent (40%) of the Gross Settlement Amount (i.e., $2,400,000 if the Gross Settlement Amount remains $6,000,000), as their Fee Award.

1.20. **“Final Approval”** means the Court’s order granting final approval of the Settlement and entering judgment.

1.21. **“Final Approval Hearing”** means the Court’s hearing at which the Court will determine whether the Settlement is fair, reasonable, and adequate and should be granted Final Approval.

1.22. **“Gross Settlement Amount”** means the non-reversionary total amount that Defendants shall pay in connection with this Settlement, in exchange for the release of claims described in Paragraph 6 of this Agreement. The Gross Settlement Amount is the gross sum of Six Million Dollars and Zero Cents ($6,000,000.00), excluding Defendants’ share of payroll taxes on the portion of the Gross Settlement Amount attributed to wages (“Employer Taxes”) (which shall be paid separately). The Gross Settlement Amount and Employer Taxes comprise the total amount Defendants agree to pay, can ever be required to pay, or can ever cause to be paid, under the Settlement, unless the threshold referenced in the escalator provision in Paragraph 5.1 has been exceeded. The Gross Settlement Amount will be used to fund the following payments: (a) the Individual Class Payments, (b) the Individual PAGA Payments, (c) the LWDA PAGA Payment, (d) the Fee Award, (e) the Class Counsel Litigation Expenses Payments, (f) the Class Representative Service Payments, and (g) the Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendants for any reason.

1.23. **"Individual Class Payment"** means the net payment of each Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked by each Participating Class Member during the Class Period, after reduction for the employee's share of taxes and withholdings with respect to the portion of the Individual Class Share allocated as wages, as provided in this Agreement.

1.24. **"Individual Class Share"** means each Participating Class Member's *pro rata* share of the Net Settlement Amount calculated according to the number of Workweeks worked by each Participating Class Member during the Class Period.

1.25. **"Individual PAGA Payment"** means each Allegedly Aggrieved Employee's *pro rata* share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked by each Allegedly Aggrieved Employee.

1.26. **"Judgment"** means the judgment entered by the Court upon granting Final Approval.

1.27. **"LWDA"** means the California Labor and Workforce Development Agency.

1.28. **"LWDA PAGA Payment"** means the 75% of the PAGA Penalties paid to the LWDA pursuant to California Labor Code section 2699(i).

1.29. **"Net Settlement Amount"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) the PAGA Penalties, (b) the Class Representative Service Payments, (c) the Fee Award, (d) the Class Counsel Litigation Expenses Payment, and (e) the Administration Expenses Payment. The Net Settlement Amount is the portion of the Gross Settlement Amount that is to be paid to Participating Class Members as Individual Class Payments.

1.30. **"Non-Participating Class Member"** means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. **"Notice Packet"** means the Class Notice, Objection Form (substantially in the form attached here as **Exhibit B**), and Request for Exclusion Form (substantially in the form attached here as **Exhibit C)** as approved by the Court.

1.32. **"Objection"** means a Class Member's submission of a written objection to the Class Settlement, signed by the Class Member, using the form to be approved by the Court, in substantially the form as **Exhibit B**, or by way of a separate written objection that contains substantially the same information as the form.

1.33. **"PAGA"** means the Private Attorneys General Act of 2004, at California Labor Code section 2698 *et seq*.

1.34. **"PAGA Notices"** means each and all of the notices sent by Plaintiffs to the LWDA and Defendants pursuant to PAGA, including the notices on behalf of Plaintiff Adrian Quiroz Guerrero on August 13, 2018 (assigned LWDA Case No. LWDA-CM-

607868-18), Plaintiff Anton Kaasa on February 21, 2020 (assigned LWDA Case No. LWDA-CM-773999-20), Plaintiff Lucas Martin Arel on March 3, 2020 (assigned LWDA Case No. LWDA-CM-776082-20), Plaintiff Eddie Castillo on July 14, 2021 (assigned LWDA Case No. LWDA-CM-837978-21), and Plaintiff Amanda M. Patterson (assigned LWDA Case No. LWDA-CM-840839-21).

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

1.36. **"PAGA Penalties"** means the total amount of $750,000 in PAGA penalties to be paid from the Gross Settlement Amount, 25% of which ($187,500) shall be paid to the Allegedly Aggrieved Employees, regardless of whether or not they submit a timely Request for Exclusion, and 75% of which ($562,500) shall be paid to the LWDA in settlement of the Released PAGA Claims.

1.37. **"PAGA Period"** means the period from August 13, 2017 through the date that the Court grants final approval of the Settlement.

1.38. **"PAGA Settlement"** means the settlement and resolution of the Released PAGA Claims.

1.39. **"Participating Class Member"** means a Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement.

1.40. **"Plaintiff(s)"** means Adrian Quiroz Guerrero, Anton Kaasa, Lucas Martin Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson.

1.41. **"Preliminary Approval"** means the Court's Order Granting Preliminary Approval of the terms and conditions of this Settlement.

1.42. **"Released Class Claims"** means the claims being released as described in Paragraphs 6.2 below.

1.43. **"Released PAGA Claims"** means the claims being released as described in Paragraph 6.3 below.

1.44. **"Released Parties"** means Defendants and any of its/their past and/or present parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their past and/or present owners, officers, directors, members, managers, corporate-level and/or management-level employees, consultants, partners, subsidiaries, shareholders, attorneys, insurers, joint venturers, agents, successors, assigns, legal representatives, and/or any other persons acting on its/their behalf.

1.45. **"Request for Exclusion"** means a Class Member's submission of a written request to be excluded from the Class Settlement, signed by the Class Member, using the form to be approved by the Court, in substantially the form as **Exhibit C**, or by way of a separate written request that contains substantially the same information as the form.

1.46. **"Response Deadline"** means forty-five (45) days after the Administrator mails Notice Packets to Class Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Class Settlement, or (b) mail Objections to the Class Settlement. For Class Members to whom Notice Packets are re-mailed after having been returned undeliverable to the Administrator on or before the Response Deadline, the Response Deadline shall be extended by an additional fourteen (14) days (the extended deadline is referred to as "Extended Response Deadline").

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

1.48. **"Workweek"** means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS.

2.1. On February 26, 2018, Plaintiff Adrian Quiroz Guerrero filed the Guerrero Action. He subsequently amended his complaint on two occasions, which also included adding Anton Kaasa and Lucas Martin Arel as named plaintiffs to the Guerrero Action. The operative Second Amended Complaint in the Guerrero Action alleges: (1) failure to pay minimum wages; (2) failure to pay reporting time for regular shifts; (3) failure to pay reporting time for on-call shifts; (4) failure to pay overtime compensation; (5) failure to pay meal period compensation; (6) failure to pay rest period compensation; (7) failure to furnish accurate wage statements; (8) failure to maintain accurate payroll records; (9) failure to pay wages upon discharge; (10) unfair competition; (11) failure to pay tips; and (12) violation of PAGA.

2.2. On July 29, 2021, Plaintiff Eddie Castillo filed the Castillo Class Action. He subsequently amended the complaint and added Juan Carlos Menendez Funes as a named plaintiff to the Castillo Class Action. The operative complaint in the Castillo Class Action alleges: (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide complete and accurate wage statements; (8) failure to keep complete and accurate payroll records; (9) failure to reimburse necessary business-related expenses and costs; and (10) unfair business practices.

2.3. On September 17, 2021, Plaintiff Eddie Castillo filed the Castillo PAGA Action. The operative complaint in the Castillo PAGA Action seeks PAGA Penalties for various alleged violations of the California Labor Code including: (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide complete and accurate wage statements; (8) failure to keep complete and accurate payroll records; and (9) failure to reimburse necessary business-related expenses and costs.

2.4. On October 20, 2021, Plaintiff Amanda Patterson filed the Patterson Action. The operative complaint in the Patterson Action alleges: (1) unfair competition; (2) failure to provide required meal periods; (3) failure to provide required rest periods; (4) failure to pay minimum wages; (5) failure to pay overtime wages; (6) failure to provide accurate itemized wage statements; (7) failure to provide timely payment of final wages; and (8) violation of PAGA.

2.5. The Parties have conducted significant investigation of the facts and law during the prosecution of the Action, such as formal written discovery (including written discovery and deposition, and production of data for the Class and Allegedly Aggrieved Employees), and additional extensive informal mediation discovery. Counsel for the Parties have investigated the law as applied to the facts discovered regarding the alleged claims. On November 27, 2019, Defendants and Plaintiff Guerrero participated in a full-day mediation with third-party neutral Steve Pearl, Esq., a respected mediator of complex wage and hour class and PAGA actions, but were unable to reach a settlement. After further litigation, on February 5, 2022, the Parties participated in a full-day mediation with third-party neutral Steve Rottman, Esq., a respected mediator of complex wage and hour class and PAGA actions. The Parties were unable to reach a settlement at that mediation, however, settlement negotiations continued and the Parties were ultimately able to reach a settlement. The Parties executed a Memorandum of Understanding which they further memorialize in this Agreement. The settlement discussions were conducted at arms-length and the settlement is the result of an informed and detailed analysis of the potential liability and exposure associate with Plaintiffs' claims in relation to the costs and risks associated with continued litigation.

2.6. The Parties acknowledge that this Settlement Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing in this Settlement Agreement is an admission regarding liability, wrongdoing, or suitability of class adjudication or PAGA representative adjudication of the claims, by either Plaintiffs or Defendants. Class Counsel believe that the settlement is fair, reasonable, and adequate and is in the best interest of the Class, State of California, and Allegedly Aggrieved Employees

2.7. Defendants recognize that defense of the Action may be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been devoted, and, unless this Settlement is made, will continue to be devoted, to the defense of the claims asserted in the Action. Defendants, therefore, have agreed to the Settlement, in the manner and upon the terms set forth in this Agreement, to put to rest all claims released under the Settlement.

3. CONDITIONAL CLASS CERTIFICATION

3.1. For purposes of this Settlement only, the Parties stipulate to the certification of the Class. The Parties agree that certification of the Class for the purpose of the Settlement is not an admission that certification is proper under section 382 of the California Code of Civil Procedure, or for any other purposes. Should, for whatever reason, the Court not grant Final Approval of the material terms of this Agreement, then the Parties' stipulation to certification of the Class as part of the Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not certification would otherwise be appropriate in the Action.

4. MONETARY TERMS.

4.1. Gross Settlement Amount. Defendants agree to pay the Gross Settlement Amount as consideration for the claims released under this Agreement. Under no circumstances will Defendants be required to pay or cause to be paid greater than the Gross Settlement Amount under the terms of this Settlement, except as to Employer Taxes (which shall be separately paid), and unless the threshold referenced in the escalator provision in Paragraph 5.1 has been exceeded. Defendants have no obligation to pay the Gross Settlement Amount (or any Employer Taxes) prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

4.2.1. To Plaintiffs: Class Representative Service Payments, subject to Court approval, in the amount of no more than Twenty-Five Thousand Dollars ($25,000.00) each to the Class Representatives, for a total amount not to exceed One Hundred Fifty Thousand Dollars ($150,0000) for their efforts in bringing and prosecuting the Action, in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member or Allegedly Aggrieved Employees. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed the above amount. Plaintiffs will seek Court approval for any Class Representative Service Payments as part of the Motion for Final Approval of the Settlement, or alternatively, by way of a separate motion for Class Counsel Fee Award and Class Counsel Litigation Expenses Payments. Plaintiffs and Class Counsel shall file this motion no later than sixteen (16) court days prior to the Final Approval Hearing, or alternatively, such other deadline that is set by the Court. If the Court approves an amount of Class Representative Service Payments that is less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Forms 1099. Each Class Representative assumes full responsibility and liability for all employee taxes owed on his or her Class Representative Service Payment.

4.2.2. To Class Counsel: A Class Counsel Fee Award, subject to Court approval, in an amount up to 40% of the Gross Settlement Amount, which is currently estimated to be $2,400,000 (if the Gross Settlement Amount remains $6,000,000), which will compensate Class Counsel for all work performed and to be performed in the Action. In addition, Class Counsel shall, subject to Court approval, request reimbursement of the Class Counsel Litigation Expense Payments of not more than Seventy-Five Thousand Dollars ($75,000). Defendants will not oppose requests for these payments that do not exceed these amounts. To the extent there is any unresolved dispute between Class Counsel as to how the Fee Award or the Class Counsel Litigation Expense Payments will be apportioned among them, they will file a motion with the Court in conjunction with their Motion for Final Approval of the Settlement so that the Court can rule on the issue. With respect to the Class Counsel Fee Award, the Settlement Administrator may purchase annuities to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles shall be paid separately by Class Counsel and shall not be included in the Administration Expenses Payment.

4.2.3. The Administrator will pay the Class Counsel Fee Award and Class Counsel Litigation Expense Payments using IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fee Award and the Class Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies Released Parties, from any dispute or controversy regarding any division or sharing of these payments.

4.2.4. To the Administrator: The amount to be paid to the Settlement Administration for administration of the Settlement (i.e., the Administration Expenses Payment) shall not exceed Twenty-Seven Thousand Dollars ($27,000), except for a showing of good cause and as approved by the Court. These costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include (among other things), translations of the Notice Packet from English to Spanish, printing, distributing, and tracking the Notice Packet and other documents for the Settlement, calculating and distributing payments due under the Settlement, issuing 1099 and W-2 IRS Forms and undertaking all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth here to process the Settlement. To the extent actual Administration Expenses are greater than the estimated amount stated here, such excess amount will be disclosed to the Court and deducted from the Gross Settlement Amount, subject to approval by the Court.

4.2.5. Individual Class Share Calculation: An Individual Class Share will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the individual total number of

Workweeks worked by each Participating Class Member during the Class Period.

4.2.5.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Share will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to reduction for employee's share of taxes and withholding and will be reported on IRS Forms W-2. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Share will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). to the Administrator will not undertake any reduction for taxes or withholdings for the Non-Wage Portion, and the Non-Wage Portion will be reported on IRS Forms 1099. Each Participating Class Member assumes full responsibility and liability for any employee taxes owed on his or her Individual Class Share.

4.2.5.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. However, Non-Participating Class Members will still receive an Individual PAGA Payment (to the extent otherwise applicable based on the terms of this Settlement), if they are Allegedly Aggrieved Employees, regardless of whether they submit a valid and timely Request for Exclusion.

4.2.6. To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the total amount of $750,000 to be paid from the Gross Settlement Amount. Seventy five percent (75%) of PAGA Penalties ($562,500) shall be allocated to the LWDA PAGA Payment, and twenty five percent (25%) of PAGA Penalties ($187,500) shall be allocated to the Individual PAGA Payments.

4.2.6.1. After final approval of the Settlement has been granted, within ten (10) calendar days thereafter, Defendant will supplement the Class Data to include every Allegedly Aggrieved Employee's full name, last-known mailing address, last known telephone number, Social Security number, and number of PAGA Pay Periods. Using this information, the Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties ($187,500) by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees, and (b) multiplying the result by the total PAGA Pay Periods worked by each Allegedly Aggrieved Employee. Each Allegedly Aggrieved Employee assumes full responsibility and liability for any taxes owed on his or her Individual PAGA Payment.

4.2.6.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount, and will allocate 75% of the approved PAGA Penalties to the LWDA and 25% of the approved PAGA Penalties to the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS Forms 1099.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Estimated Workweeks and PAGA Pay Periods. Based on a review of Defendants' records through December 24, 2021, Defendants estimate that the Class worked an aggregate total of 301,737 Workweeks from February 26, 2014 through December 24, 2021. If as of the date of Preliminary Approval, the number of Workweeks worked by the Class through December 24, 2021 exceeds 301,737 by more than Seven and One-Half Percent (7.5%) (i.e., 324,368) (the "Threshold"), then the amount of the Gross Settlement Amount shall correspondingly increase in proportion to the increased percentage. For example, if such increase in Workweeks worked by Class Members during the above period is 25% over 301,737 Workweeks (which is roughly 17.5% over the Threshold), then, the Gross Settlement Amount shall increase by 17.5%.

5.2. Delivery of Class Data. Within thirty (30) days after the Court grants Preliminary Approval, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible.

5.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and Employer Taxes, by transmitting such funds to the Administrator no later than thirty (30) days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within ten (10) days after Defendants fund the Gross Settlement Amount and Employer Taxes, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fee Award, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fee Award, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

5.4.1. The Administrator will issue checks for the Individual Class Payments to all Participating Class Members and Individual PAGA Payments to Allegedly Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks after the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members, including those whose Class Notices were returned undeliverable. The Administrator will send checks for Individual PAGA Payments to all Allegedly Aggrieved Employees. The Administrator may send Participating Class Members who are also Allegedly Aggrieved Employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2. The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Allegedly Aggrieved Employees whose checks are returned undeliverable without USPS forwarding addresses, if they are returned within sixty (60) calendar days of initial mailing of the checks, and within three (3) business days of receiving said returned check, the Administrator must re-mail checks to the forwarding address provided by USPS, or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and Allegedly Aggrieved Employees whose re-mailed checks are returned as undeliverable. The Administrator shall promptly send a replacement check requested by any Participating Class Member or Allegedly Aggrieved Employee whose original check was lost or misplaced prior to the check void date.

5.4.3. For any leftover funds represented by canceled Individual Class Payment and Individual PAGA Payment checks after the void date, the Administrator shall transmit the funds represented by such checks to Inland Counties Legal Services, Inc., subject to Court approval, or such other cy pres recipient agreed to by the Parties subject to Court approval, in accordance with California Code of Civil Procedure section 384. Participating Class Members whose Individual Class Payment checks are canceled shall, nevertheless, be bound by the Class Settlement. The PAGA Settlement shall continue to have claim preclusive impact as to PAGA claims that could be brought by Allegedly Aggrieved Employees whose Individual PAGA Payment checks are canceled.

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

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6. RELEASES OF CLAIMS.

6.1. Plaintiffs' Release. Effective on the date when Defendants fund the entire Gross Settlement Amount and Employer Taxes, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to all facts, transactions, and occurrences, arising at any time up to and including such effective date, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts alleged in the operative complaints filed in the Action and facts alleged in Plaintiffs' PAGA Notices; (b) all claims that were, or reasonably could have been, ascertained during the Action, and (c) all claims released pursuant to Paragraphs 6.2 and 6.3 below ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time to the extent that such claims cannot be released as a matter of law, or to claims or actions based on occurrences after such effective date. Each Plaintiff acknowledges that he or she may discover facts or law different from, or in addition to, the facts or law that he or she now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts, or his or her discovery of those facts.

6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' release of claims only, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2. Release of Released Class Claims: Effective on the date when Defendants fund the entire Gross Settlement Amount and Employer Taxes, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged based on the factual allegations in the operative complaints filed in the Action, arising during the Class Period, including but not limited to: claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to pay minimum wage, failure to pay split shift premiums, failure to pay reporting time pay including for regular shifts and on-call shifts, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to provide a day of rest, failure to pay tips or gratuities, failure to provide and/or pay paid sick leave, vacation time, or other paid time off or written notice of such time off, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide adequate seating, failure to pay wages without unlawful deductions and/or reductions, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code section 17200*, et seq*. based on the aforementioned, in violation or breach of California Labor Code sections 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 351, 432.5, 450, 510, 515, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2804 and Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 5-2001) ("Released Class Claims"). As a part of the release of Released Class Claims, Participating Class Members do not release any other claims, including claims for vested benefits, unemployment insurance, disability benefits, social security benefit, or workers' compensation benefits to the extent that such claims cannot be released as a matter of law, or claims based on facts occurring outside the Class Period.

6.3. <u>Release of Released PAGA Claims:</u> Effective on the date when Defendants fund the entire Gross Settlement Amount and Employer Taxes, all Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, the Released Parties, in exchange for consideration provided in this Agreement, from all individual and representative claims for civil penalties under PAGA that were alleged in the PAGA Notices, arising during the PAGA Period, for alleged failure to pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to pay minimum wage, failure to pay split shift premiums, failure to pay reporting time pay including for regular shifts and on-call shifts, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to provide a day of rest, failure to pay tips or gratuities, failure to provide and/or pay paid sick leave, vacation time, or other paid time off or written notice of such time off, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide adequate seating, failure to pay wages without unlawful deductions and/or reductions, failure to maintain requisite payroll records, and failure to reimburse necessary business expenses, in violation or breach of California Labor Code sections 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 351, 432.5, 450, 510, 515, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804 and Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 5-2001) ("Released PAGA Claims").

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current case management order (if any) and published guidelines and requirements for settlement of class and PAGA claims. Defendants agree not to oppose the motion to the extent consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order, which shall be mutually agreed upon by the Parties, seeking the following:

a. Conditionally certifying the Class for settlement purposes only;
b. Granting Preliminary Approval of the Settlement;
c. Preliminarily appointing Plaintiffs as representatives of the Class;
d. Preliminarily appointing Class Counsel to represent the Class;
e. Approving, as to form and content, the mutually-agreed upon and proposed Notice Packet, and directing its mailing to the Class by First Class U.S. mail;
f. Approving the manner and method for Class Members to request exclusion from the Class Settlement, object to the Class Settlement, and dispute Workweeks as contained herein and within the Class Notice; and
g. Scheduling a Final Approval Hearing at which the Court will determine whether the Settlement should be finally approved as fair, reasonable and adequate.

7.1. Defendants' Responsibilities. Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, to the extent required by the Court, Defendants shall state the likely age, education, and experience of the Class Members, and of their known ability to read and comprehend English (and reference whether Class Members are known to be conversant in another language, e.g., Spanish). In their Declarations, Defense Counsel shall state: (i) whether the attorney is aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in the Action on behalf of a class or group of individuals who would also be members of the Class in this Action, and, if so, (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all drafts of documents necessary for obtaining Preliminary Approval, including: (i) a draft of the Notice of Motion, and Memorandum in Support of the Motion for

Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval of the Settlement, which contains as attachments, a draft of the Class Notice, Request for Exclusion Form, and Objection Form; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as the Administrator, competency, the fee to be charged by the Administrator and whether that is fixed, hourly, or hourly with a cap, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with the Class Members, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (iv) a signed declaration from Plaintiffs confirming their willingness and competency to serve as Class Representatives and disclosing all facts relevant to any actual or potential conflicts of interest with any Class Members and/or the Administrator; (v) a signed declaration from each Class Counsel attesting to their competency to represent the Class, their transmission to the LWDA of all necessary PAGA documents and PAGA settlement-related information, including and not limited to, Plaintiffs' PAGA Notices, the operative complaints filed in the Action, and this Agreement; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their respective Declarations, Class Counsel shall state: (i) whether the attorney is aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in the Action on behalf of a class or group of individuals who would also be members of the Class in this Action, and, if so, (ii) the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of that case.

7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval. Class Counsel are responsible for obtaining from the Court a prompt hearing date for the Motion for Preliminary Approval and appearing in Court to advocate in favor of the Motion for Preliminary Approval, delivering the Court's Order Granting Preliminary Approval to the Administrator, and submitting copies of the Motion for Preliminary Approval of the Settlement, along with the Agreement, to the LWDA on the same day that it is filed with the Court.

7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator. As a condition of appointment, Simpluris, Inc. will be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Administration of Taxes by the Administrator. The Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, Allegedly Aggrieved Employees, and Class Counsel any IRS Form W-2, IRS Form 1099, or other tax forms as may be required by this Settlement Agreement and by law for all amounts paid pursuant to the Settlement. The Administrator will also be responsible for forwarding all taxes, contributions, and withholdings with respect to the wages portion of Individual Class Shares to the appropriate government authorities.

8.3. Employer Identification Number. The Administrator shall have and use its own or a separate Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.5. Notice to Class Members.

8.5.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Workweeks, and Workweeks from February 26, 2014 through December 24, 2021, as reflected in the Class Data.

8.5.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate (1) the dollar amounts of any Individual Class Share payable to the Class Member, and (2) the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update the Class Members’ addresses using the National Change of Address database.

8.5.3. No later than three (3) business days after the Administrator’s receipt of any Class Notice returned, on or before the Response Deadline, by the USPS as undeliverable, the Administrator shall undertake a single re-mailing of the returned Class Notice, via first-class USPS mail, using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and conduct a single re-mailing of the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notices are returned by the USPS a second time.

8.5.4. For all Class Members whose Class Notices are re-mailed after having been returned to the Administrator as undeliverable, their Response Deadline to submit Objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended by an additional fourteen (14) calendar days beyond the Response Deadline otherwise provided in the Class Notices. The Administrator shall inform the Class Member in writing of the extended Response Deadline with the re-mailed Class Notice.

8.5.5. If the Administrator, Defendants, or Class Counsel are contacted by or otherwise discover any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith. in an effort to agree on whether to include them as Class Members. If the Parties agree, Parties will submit a stipulation to the Court reflecting this agreement and, upon Court approval thereof, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after their respective receipt of the Class Notices, or the Response Deadline provided in the Class Notices, whichever is later.

8.6. <u>Class Members' Requests for Exclusion (Opt-Outs)</u>.

8.6.1. Class Members who wish to exclude themselves from (or opt-out of) the Class Settlement must send the Administrator, by mail, a signed written Request for Exclusion, by submitting the form to be approved by the Court, in substantially in the form of **Exhibit C**, or by way of submitting a separate written request that contains substantially the same information as the form, no later than the Response Deadline (of Extended Response Deadline, if applicable). A Class Member who does not submit a valid and timely Request for Exclusion from the Class Settlement will be deemed a Participating Class Member and will be bound by all terms of the Class Settlement, if the Settlement is granted Final Approval by the Court, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Class Settlement.

8.6.2. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded from the Class Settlement. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.6.3. Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the Class Settlement. All Allegedly Aggrieved Employees are bound to the PAGA Settlement and will still receive an Individual PAGA Payment based on the terms of this Agreement, regardless of whether or not they seek exclusion from the Class Settlement.

8.6.4. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (or Extended Response Deadline, if applicable) to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The challenge must be made in writing that is submitted to the Administrator by mail, and must include a reference to the case title and number of the Action; the individual's full name, mailing address, telephone number, and last four (4) digits of Social Security Number; a clear statement indicating that he or she challenges the number of Workweeks allocated and indicating the number that he or she contends should be allocated; and attachment of any supporting documentation relied upon for the challenge. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks referenced in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all Workweeks challenges to Defense Counsel and Class Counsel, and shall promptly provide its decision regarding the determination of the challenges to Defense Counsel and Class Counsel.

8.7. Objections to Class Settlement.

8.7.1. Only Participating Class Members may object to the Class Settlement.

8.7.2. Each Participating Class Members shall have until the Response Deadline (or Extended Response Deadline, if applicable) to object to the Class Settlement. The Objection must be made in writing that is submitted to the Administrator by mail, using the form that is to be approved by the Court, in substantially the form attached as **Exhibit B**, or a writing that contains substantially the same information as the form.

8.7.3. Non-Participating Class Members have no right to object to the Class Settlement.

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8.8. Administrator Duties. The Administrator has a duty to perform all tasks required by this Agreement for the administration of the notice and settlement payment distribution process, in accordance with this Agreement and the Court's orders.

8.8.1. Website and Toll-Free Number. The Administrator will establish and maintain and use a static internet website (or a portion of its existing website) to post copies of the Settlement Agreement (and any amendment(s) thereto), the Motion for Preliminary Approval (and any supplemental papers filed in support thereof), the Preliminary Approval Order (and any other orders reflecting the date, time, and location for the Final Approval Hearing), an exemplar Class Notice, the Motion for Final Approval (and if applicable, any separate motions seeking Class Counsel Fee Award, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments), and the Final Approval Order and Judgment. The Administrator will also maintain a toll-free telephone number to receive Class Member calls.

8.8.2. Requests for Exclusion from the Class Settlement and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain whether they are valid and timely. No later than five (5) days after the expiration of the Response Deadline (or, if applicable, the Extended Response Deadline), the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the full names and other identifying information of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List"); (b) the full names and other identifying information of Class Members who have submitted invalid and/or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned as undeliverable, Requests for Exclusion (whether valid or invalid) received, Objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of whether Requests for Exclusion are valid and timely and attach copies of all Requests for Exclusion and Objections received. Additionally, the Administrator will provide Class Counsel and Defense Counsel any updated reports regarding the administration of the Settlement as needed or requested, and immediately notify Class Counsel and Defense Counsel when it receives a request from an individual or any other entity requesting to be included in the Class Settlement and/or PAGA Settlement.

8.8.4. Challenges to Workweeks. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks allocated to them. The

Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

8.8.5. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undeliverable, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of Objections it received, and attach the Exclusion List. The Administrator's declaration shall attach and authenticate (i) a copy of the final version of the Class Notice, Request for Exclusion form, and Objection form, and (ii) a copy of each Objection received. If any of the Objections received are in a language other than English, the Administrator shall include a translation into English. The Administrator's declaration shall also describe the services that it has performed to date, the time incurred to perform those services, and the fee charged for those services or the agreed-upon flat fee. The Administrator's declaration shall also describe the services that will be performed after the date of the declaration, the estimated time needed to perform those services, and either the estimated fee for those services or the agreed-upon flat fee. The Administrator's declaration shall state the estimated amount of Defendants' share of Employer Taxes. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Calculation of Payroll Tax Withholding Amount. No later than five (5) calendar days after the Effective Date, the Administrator shall report its calculation of the total amount necessary to fund Defendants' Employer Taxes required by this Agreement.

8.8.7. Final Report by the Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements, by employee identification number only, of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid and timely Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the Class, Defendants may, within their sole discretion, elect to withdraw from the Settlement.

Defendants must jointly agree to exercise this right of withdrawal and notify Class Counsel, in writing, of their election to withdraw no later than seven (7) business days after the Administrator sends the final Exclusion List to Defense Counsel in accordance with this Agreement. The Parties agree that, if Defendants withdraw, the Settlement shall be null and void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement, except that Defendants remain responsible for paying all Administration Expenses actually incurred up to that time.

10. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs 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 s 2699(l), a Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than three (3) business 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.

10.1. 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 (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material modification to the Settlement (including, but not limited to, the scope of release by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fee Award, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

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

10.4. Notice of Entry. Class Counsel shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on the website to be established pursuant to Paragraph 8.8.1 herein, for sixty (60) calendar days, and this shall satisfy California Rules of Court 3.771(b). No individualized notice of the Final Approval Order and Judgment to the Class will be required.

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

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

11. AMENDED JUDGMENT.

11.1 If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1. Submissions to the LWDA. At the same time as they submit this Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code section 2699(*l*)(2). Within ten (10) days of entry of the Final Approval Order and Judgment, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code section 2699(*l*)(3).

12.2. 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 Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action 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, and the manageability of any representative claim, for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve 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 Action will have no bearing on, and will not be used by the Parties in connection with, any litigation, except for proceedings to enforce or effectuate the Settlement and this Agreement.

12.3 Inadmissibility of Settlement Agreement. Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms shall be admitted in evidence by the Parties for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

12.4 Computation of Time**.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by California Code of Civil Procedure sections 12 and 12a), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

12.5. Interim Stay of Proceedings**.** The Parties agree to hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

12.6. Confidentiality Prior to Preliminary Approval. Plaintiffs, 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, and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or any other entity except: (1) to the Parties and the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the Parties' own attorneys in a related matter (if any); (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to the extent disclosure is required, as determined by a Party's counsel, by applicable law, regulation or stock exchange requirements. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate or engage in any communication, before the filing of the Motion for Preliminary Approval, with any third party (other than those excepted above) regarding this Agreement or the matters giving rise to this Agreement, except to respond only that "the matter was resolved," or words to that effect. This Paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's obligations to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

12.7. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of the Class Settlement, to object to the Class Settlement, or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's obligations to Class Members, or to undertake required submissions of information and/or documents to the LWDA pursuant to PAGA.

12.8. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth here. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

12.9. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit(s) shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party concerning the Settlement or the Action.

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

12.11. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, exchanging any required information, data, and documents and executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement, modifying the Settlement Agreement, and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the exchange of information, data, and documents, executing of documents, the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties may seek the assistance of mediator Steve Rottman and then, if necessary, the Court to resolve such disagreement.

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

12.13. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

12.14. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provisions of this Agreement will not constitute a waiver of any other provision.

12.15. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.

12.16. Applicable Law. All terms and conditions of this Agreement and its exhibit(s) will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.17 Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

12.18 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

12.19 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

12.20 Counterparts**.** This Agreement may be executed in one or more counterparts by facsimile, electronic signature (e.g. DocuSign), or scanned copies of the signature page, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.21 No Signature Required by Class Members. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each Class Member execute this Settlement Agreement. Therefore, only the Plaintiffs will be required to execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release of Released Class Claims and Class Settlement, and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Class Member.

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

12.23 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with any mediation concerning the Action, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Class Counsel will only continue to maintain all such materials to the extent of maintaining its client file pursuant to its professional responsibilities.

12.24 Invalidity of Any Provision; Severability. Before declaring any provision of this Settlement invalid, the Parties request that the Court first attempt to construe the provisions valid, to the fullest extent possible, consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected.

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

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

12.27 Notice. All notices, demands or other communications between the Parties in connection with this Agreement shall be in writing and delivered by United States mail, by overnight mail, by email, or by messenger, to the addresses set forth below:

To Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel:

SIRMABEKIAN LAW FIRM, P.C.
Sarkis Sirmabekian (sarkis@slawla.com)
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

SROURIAN LAW FIRM, P.C.
Daniel Srourian (daniel@slfla.com)
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

To Plaintiffs Eddie Castillo and Juan Carlos Menendez Funes:

LAWYERS FOR JUSTICE, PC
Edwin Aiwazian (edwin@calljustice.com)
Arby Aiwazian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Brian St. John (brian@calljustice.com)
410 W. Arden Ave., Suite 203
Glendale, CA 91203

To Plaintiff Amanda Patterson:

JCL LAW FIRM, APC
Jean-Claude Lapuyade (jlapuyade@jcl-lawfirm.com)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

ZAKAY LAW GROUP, APLC
Shani O. Zakay (shani@zakaylaw.com)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

To Defendants:

BAKER & HOSTETLER LLP
Sabrina L. Shadi (sshadi@bakerlaw.com)
Vartan S. Madoyan (vmadoyan@bakerlaw.com)
Vivian Y. Shen (vshen@bakerlaw.com)
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation and Class Action and PAGA Settlement Agreement between Plaintiffs and Defendants:

IT IS SO AGREED.

PLAINTIFF ADRIAN QUIROZ GUERRERO

DocuSigned by:
Adrian Quiroz
382D6C64A3D14EE...

Dated: 4/24/2023, 2023

Adrian Quiroz Guerrero, Plaintiff

PLAINTIFF ROBERT HERNANDEZ

Dated: 4/24/2023, 2023

DocuSigned by:
Anton Kaasa
FFCBEC3E87E3455...

Anton Kaasa, Plaintiff

PLAINTIFF LUCAS MARTIN AREL

Dated: ________________, 2023

____
Lucas Martin Arel, Plaintiff

PLAINTIFF EDDIE CASTILLO

Dated: ________________, 2023

____
Eddie Castillo, Plaintiff

PLAINTIFF JUAN CARLOS MENENDEZ FUNES

Dated: ________________, 2023

____
Juan Carlos Menendez Funes, Plaintiff

PLAINTIFF AMANDA PATTERSON

Dated: ________________, 2023

____
Amanda Patterson, Plaintiff

DEFENDANT RCSH OPERATIONS, INC.

Dated: ________________, 2023

____

Full Name: ____________________________

Title: ________________________________
On behalf of Defendant RCSH Operations, Inc.

PLAINTIFF ROBERT HERNANDEZ

Dated: ________________, 2023

____
Anton Kaasa, Plaintiff

PLAINTIFF LUCAS MARTIN AREL

DocuSigned by:
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Dated: 4/24/2023, 2023

____
Lucas Martin Arel, Plaintiff

PLAINTIFF EDDIE CASTILLO

Dated: ________________, 2023

____
Eddie Castillo, Plaintiff

PLAINTIFF JUAN CARLOS MENENDEZ FUNES

Dated: ________________, 2023

____
Juan Carlos Menendez Funes, Plaintiff

PLAINTIFF AMANDA PATTERSON

Dated: ________________, 2023

____
Amanda Patterson, Plaintiff

DEFENDANT RCSH OPERATIONS, INC.

Dated: ________________, 2023

____

Full Name: ________________________

Title: ____________________________
On behalf of Defendant RCSH Operations, Inc.

PLAINTIFF ROBERT HERNANDEZ

Dated: ________________, 2023

____
Anton Kaasa, Plaintiff

PLAINTIFF LUCAS MARTIN AREL

Dated: ________________, 2023

____
Lucas Martin Arel, Plaintiff

PLAINTIFF EDDIE CASTILLO

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Eddie Castillo

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Dated: 04/18/2023, 2023

Eddie Castillo, Plaintiff

PLAINTIFF JUAN CARLOS MENENDEZ FUNES

Dated: ________________, 2023

____
Juan Carlos Menendez Funes, Plaintiff

PLAINTIFF AMANDA PATTERSON

Dated: ________________, 2023

____
Amanda Patterson, Plaintiff

DEFENDANT RCSH OPERATIONS, INC.

Dated: ________________, 2023

____

Full Name: ______________________________

Title: ______________________________
On behalf of Defendant RCSH Operations, Inc.

PLAINTIFF ROBERT HERNANDEZ

Dated: ________________, 2023

____
Anton Kaasa, Plaintiff

PLAINTIFF LUCAS MARTIN AREL

Dated: ________________, 2023

____
Lucas Martin Arel, Plaintiff

PLAINTIFF EDDIE CASTILLO

Dated: ________________, 2023

____
Eddie Castillo, Plaintiff

PLAINTIFF JUAN CARLOS MENENDEZ FUNES

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Dated: 04/18/2023, 2023

Juan Carlos Menendez Funes, Plaintiff

PLAINTIFF AMANDA PATTERSON

Dated: ________________, 2023

____
Amanda Patterson, Plaintiff

DEFENDANT RCSH OPERATIONS, INC.

Dated: _______________, 2023

____

Full Name: ___________________________

Title: ______________________________
On behalf of Defendant RCSH Operations, Inc.

PLAINTIFF ROBERT HERNANDEZ

Dated: ________________, 2023

____
Anton Kaasa, Plaintiff

PLAINTIFF LUCAS MARTIN AREL

Dated: ________________, 2023

____
Lucas Martin Arel, Plaintiff

PLAINTIFF EDDIE CASTILLO

Dated: ________________, 2023

____
Eddie Castillo, Plaintiff

PLAINTIFF JUAN CARLOS MENENDEZ FUNES

Dated: ________________, 2023

____
Juan Carlos Menendez Funes, Plaintiff

PLAINTIFF AMANDA PATTERSON

Dated: 04/17, 2023

AMANDA M PATTERSON (Apr 17, 2023 18:21 PDT)
Amanda Patterson, Plaintiff

DEFENDANT RCSH OPERATIONS, INC.

Dated: ________________, 2023

____

Full Name: ___________________________

Title: ______________________________
On behalf of Defendant RCSH Operations, Inc.

PLAINTIFF ROBERT HERNANDEZ

Dated: ________________, 2023

____
Anton Kaasa, Plaintiff

PLAINTIFF LUCAS MARTIN AREL

Dated: ________________, 2023

____
Lucas Martin Arel, Plaintiff

PLAINTIFF EDDIE CASTILLO

Dated: ________________, 2023

____
Eddie Castillo, Plaintiff

PLAINTIFF JUAN CARLOS MENENDEZ FUNES

Dated: ________________, 2023

____
Juan Carlos Menendez Funes, Plaintiff

PLAINTIFF AMANDA PATTERSON

Dated: ________________, 2023

____
Amanda Patterson, Plaintiff

DEFENDANT RCSH OPERATIONS, INC.

Dated: April 19, 2023

____
Full Name: Marcy Lynch
Title: Secretary
On behalf of Defendant RCSH Operations, Inc.

DEFENDANT RUTH'S [redacted] HOSPITALITY GROUP, INC.

Dated: April 19, 2023

Full Name: Marcy Lynch

Title: SVP, General Counsel

On behalf of Defendant Ruth's [redacted] Hospitality Group, Inc.

APPROVED AS TO FORM

Dated: ______________, 2023

LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eddie Castillo and Juan Carlos Menendez Funes

Dated: ______________, 2023

JCL LAW FIRM, APC
Attorneys for Plaintiff Amanda Patterson

Dated: ______________, 2023

ZAKAY LAW GROUP, APLC
Attorneys for Plaintiff Amanda Patterson

Dated: ______________, 2023

SROURIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: ______________, 2023

SIRMABEKIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: April 19, 2023

BAKER & HOSTETLER LLP
Attorneys for Defendants

DEFENDANT RUTH'S CHRIS HOSPITALITY GROUP, INC.

Dated: _______________, 2023

____

Full Name: __________________________

Title: ______________________________
On behalf of Defendant Ruth's Chris Hospitality Group, Inc.

APPROVED AS TO FORM

Dated: April 19, 2023

____
LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eddie Castillo and Juan Carlos Menendez Funes

Dated: _______________, 2023

____
JCL LAW FIRM, APC
Attorneys for Plaintiff Amanda Patterson

Dated: _______________, 2023

____
ZAKAY LAW GROUP, APLC
Attorneys for Plaintiff Amanda Patterson

Dated: _______________, 2023

____
SROURIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: _______________, 2023

____
SIRMABEKIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: _______________, 2023

____
BAKER & HOSTETLER LLP
Attorneys for Defendants

DEFENDANT RUTH'S CHRIS HOSPITALITY GROUP, INC.

Dated: ______________, 2023 ________________________________

Full Name: ________________________

Title: ___________________________
On behalf of Defendant Ruth's Chris Hospitality Group, Inc.

APPROVED AS TO FORM

Dated: ______________, 2023 ________________________________
LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eddie Castillo and Juan Carlos Menendez Funes

Dated: April 18, 2023 ________________________________
JCL LAW FIRM, APC
Attorneys for Plaintiff Amanda Patterson

Dated: April 18, 2023 ________________________________
ZAKAY LAW GROUP, APLC
Attorneys for Plaintiff Amanda Patterson

Dated: ______________, 2023 ________________________________
SROURIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: ______________, 2023 ________________________________
SIRMABEKIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: ______________, 2023 ________________________________
BAKER & HOSTETLER LLP
Attorneys for Defendants

DEFENDANT RUTH'S CHRIS HOSPITALITY GROUP, INC.

Dated: ________________, 2023

____

Full Name: ________________________

Title: ___________________________
On behalf of Defendant Ruth's Chris Hospitality Group, Inc.

APPROVED AS TO FORM

Dated: ________________, 2023

____
LAWYERS *for* JUSTICE, PC
Attorneys for Plaintiffs Eddie Castillo and Juan Carlos Menendez Funes

Dated: ________________, 2023

____
JCL LAW FIRM, APC
Attorneys for Plaintiff Amanda Patterson

Dated: ________________, 2023

____
ZAKAY LAW GROUP, APLC
Attorneys for Plaintiff Amanda Patterson

Dated: 04/27, 2023

____
SROURIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: 04/27, 2023

____
SIRMABEKIAN LAW FIRM, P.C.
Attorneys for Plaintiffs Adrian Quiroz Guerrero, Anton Kaasa, and Lucas Martin Arel

Dated: ________________, 2023

____
BAKER & HOSTETLER LLP
Attorneys for Defendants

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

RCSH Wage and Hour Cases, Riverside County Superior Court Case No. JCCP5243

The Superior Court for the State of California authorized this Notice. Please read it carefully.

You may be eligible to receive money from a consolidated employee class action lawsuit ("Action") against Ruth's Hospitality Group, Inc. and RCSH Operations, Inc. ("Ruth's Chris"). The Action was filed by former Ruth's Chris employees Adrian Quiroz Guerrero, Anton Kaasa, Lucas Arel, Eddie Castillo, Juan Carlos Menendez Funes, and Amanda Patterson ("Plaintiffs"). Plaintiffs allege, on behalf of a purported class of all current or former hourly-paid or non-exempt California employees of Ruth's Chris from February 26, 2014 to [date of preliminary approval] (the "Class Members"), claims for purported unpaid minimum and overtime wages, reporting time pay, provision of meal periods, rest periods, and itemized wage statements, maintenance of accurate payroll records, timely payment of all wages during employment and/or upon separation of employment, payment of tips, reimbursement of business expenses, and unfair competition. Plaintiffs also allege claims for penalties under the California Private Attorneys General Act ("PAGA") on behalf of all current or former hourly-paid or non-exempt employees of Ruth's Chris in California from August 13, 2017 to [date of final approval] (the "Allegedly Aggrieved Employees"). The period of August 13, 2017 to [date of final approval] is referred to as the "PAGA Period."

The proposed Settlement has two main parts: (1) a Class Settlement requiring Ruth's Chris to fund, among other things, Individual Class Payments to Class Members, and (2) a PAGA Settlement requiring Ruth's Chris to fund Individual PAGA Payments to Allegedly Aggrieved Employees and to California Labor and Workforce Development Agency ("LWDA").

As calculated based on Ruth's Chris' records, **your Individual Class Payment is estimated to be $___________ (less taxes and withholdings), and your Individual PAGA Payment is estimated to be $___________.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Ruth's Chris' records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for Ruth's Chris in an hourly-paid or non-exempt position in California during the PAGA Period.)

The above estimates are based on Ruth's Chris' records showing that **you worked ______ workweeks** during the Class Period ("Workweeks"), and that **you worked ______ pay periods** during the PAGA Period ("PAGA Pay Periods"). If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 0 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided on granting final approval of the Settlement. Your legal rights are affected whether you act or do not act. Please read this Notice carefully. You will be deemed to have carefully read and understood this Notice. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Ruth's Chris to make payments under the Settlement and requires Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims against Ruth's Chris.

If you worked for Ruth's Chris during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert future claims that are being released under the Settlement, which are detailed below in Section 3.I and 3.J.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue those wage claims against Ruth's Chris that are referenced in Section 3.I. As to the PAGA claims brought on behalf of Allegedly Aggrieved Employees, if you are an Allegedly Aggrieved Employee, you may not opt out of the PAGA portion of the Settlement and will receive an Individual PAGA Payment.

(3) **Object to the Settlement.** If you do not opt out of the Settlement, you may object to any aspect of the proposed Settlement submitted to the Court for final approval.

Your rights and options are further detailed below. The Parties will not retaliate against you for any action you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and (if eligible) an Individual PAGA Payment. In exchange, you will give up your right to assert the claims against Ruth's Chris that are covered by this Settlement ("Released Claims") as detailed below in Section 3.I and 3.J.
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________ [45-day Response Deadline]**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 3.F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Ruth's Chris must pay Individual PAGA Payments to all Allegedly Aggrieved Employees and the Allegedly Aggrieved Employees must give up their rights to pursue Released PAGA Claims (as defined below in Section 3.J).

Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by ______________ [45-day Response Deadline]**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but all sums paid to Class Counsel and Plaintiffs will be deducted from the gross settlement before payment is made to Participating Class Members. See Section 6 of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 7 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by ______________ [45-day Response Deadline]**	The amount of your Individual Class Payment and (if any) Individual PAGA Payment, respectively, depend on how many workweeks you worked at least 8 hours during the Class Period, and how many Pay Periods you worked at least one day during the PAGA Period. The number of Class Period Workweeks and/or the number of PAGA Period Pay Periods you worked according to Ruth's Chris' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________. See Section 0 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Ruth's Chris. In the Action, Plaintiffs allege claims for purported unpaid minimum and overtime wages, reporting time pay, provision of meal periods, rest periods, and itemized wage statements, maintenance of accurate payroll records, timely payment of all wages during employment and/or upon separation of employment, payment of tips, reimbursement of business expenses, and unfair competition. Plaintiffs also allege claims for penalties under PAGA. Plaintiffs are represented by the following law firms in the Action ("Class Counsel"): Lawyers for Justice, PC, JCL Law Firm, APC, Shani O. Zakay of Zakay Law Group, APLC, Srourian Law Firm, P.C., and Sirmabekian Law Firm, P.C.

Ruth's Chris strongly denies violating any alleged laws or failing to pay any alleged wages and contends that it complied with all applicable laws. The Parties have agreed to a mutually-amicable settlement to resolve Plaintiffs' claims.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination as to whether Plaintiffs' claims have any merit. In the meantime, Plaintiffs and Ruth's Chris utilized the services of an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (i.e. to settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (the "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Ruth's Chris have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Ruth's Chris does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is fair because: (1) Ruth's Chris has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

A. <u>Ruth's Chris Will Pay $6,000,000, excluding employer's share of payroll taxes on the wage portion of the Individual Class Payments, as the Gross Settlement Amount ("Gross Settlement").</u> Ruth's Chris has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Ruth's Chris will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

B. <u>Court Approved Deductions from Gross Settlement.</u> At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the exact amounts of which will be decided by the Court at the Final Approval Hearing:

(1) Up to $ 2,400,000 (40% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $75,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

(2) Up to $25,000 to each of the six Plaintiffs as Class Representative Service Awards for filing and prosecuting the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.

(3) Up to $27,000 to the Administrator for services administering the Settlement.

(4) Up to $750,000 for PAGA Penalties, of which, 75% will be allocated to the LWDA by law, and 25% will be allocated to the Individual PAGA Payments made to the Allegedly Aggrieved Employees.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

C. Net Settlement Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members by (a) dividing that amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the total Workweeks worked by each individual Participating Class Member during the Class Period.

D. Taxes Owed on Payments to Class Members. Plaintiffs and Ruth's Chris are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to tax withholdings and will be reported on IRS Forms W-2. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Forms 1099.

Although Plaintiffs and Ruth's Chris have agreed to these allocations, neither side is giving you any advice on whether your Payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be transmitted to the Industrial Relations Unpaid Wage Fund (the "Fund") pursuant to California Labor Code Sections 96.6 and 96.7. If the monies represented by your check is sent to the Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ____________, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the __________ Response Deadline. The form for the Request for Exclusion is included with this Notice and must be fully completed if you wish to opt out of the Settlement. If you submit such a Request for Exclusion, then you will not receive an Individual Class Payment, but will preserve your rights to personally pursue wage and hour claims against Ruth's Chris.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is always possible in any proposed settlement that the Court will decline to grant Final Approval of the settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Ruth's Chris have agreed that, in either case, the Settlement will be void, Ruth's Chris will not pay any settlement funds described above, and Class Members and Allegedly Aggrieved Employees will not release any claims against Ruth's Chris by virtue of the voided settlement.

H. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide any Class Member Challenges regarding Workweeks, and allegedly Aggrieved Employee Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 8 of this Notice.

I. Participating Class Members' Release. After the Judgment is final and Ruth's Chris has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Ruth's Chris and any of its/their past and/or present parents, subsidiaries, divisions, and/or affiliated companies and entities, and each of its/their past and/or present owners, officers, directors, members, managers, employees, consultants, partners, subsidiaries, shareholders, attorneys, insurers, joint venturers, agents, successors, assigns, legal representatives, and/or any other persons acting on its/their behalf (the "Released Parties"), as it relates to the following claims:

> All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties, in exchange for consideration provided in this Agreement, from any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, interest, attorneys' fees, costs, liabilities, expenses, and losses arising from or related to the acts, facts, transactions, theories, occurrences, representations, or omissions that were alleged, or reasonably could have been alleged, in the Action based on the factual predicates or claims alleged in the Action, including but not limited to: claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, for failure to pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to pay minimum wage, failure to pay split shift premiums, failure to pay reporting time pay including for regular shifts and on-call shifts, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to provide a day of rest, failure to pay tips or gratuities, failure to provide and/or pay paid sick leave, vacation time, or other paid time off or written notice of such time off, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide adequate seating, failure to pay wages without unlawful

deductions and/or reductions, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code section 17200, *et seq*., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 351, 432.5, 450, 510, 515, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 5-2001), or any other state statute, rule and/or regulation, or similar causes of action arising from or relating to the conduct alleged ("Released Class Claims"). Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

J. Allegedly Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Ruth's Chris has paid the Gross Settlement, all Allegedly Aggrieved Employees will be barred from asserting PAGA claims against Ruth's Chris and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Allegedly Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Ruth's Chris or the Released Parties as it relates to the following claims:

> All Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, in exchange for consideration provided in this Agreement, from all individual and representative claims for civil penalties under PAGA that were alleged, or reasonably could have been alleged, in the Action based on the facts stated in the Action, in the PAGA Notices, and ascertained in the course of the Action, including, but not limited to, any right or claim for PAGA penalties predicated on alleged failure to pay overtime wages (including, and not limited to, failure to pay overtime wages and/or failure to correctly calculate the regular rate of pay used to calculate the overtime rate), failure to pay minimum wage, failure to pay split shift premiums, failure to pay reporting time pay including for regular shifts and on-call shifts, failure to provide compliant meal periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate meal premium pay), failure to provide compliant rest periods and associated premium pay (including, and not limited to, failure to correctly calculate the regular rate of pay used to calculate rest premium pay), failure to provide a day of rest, failure to pay tips or gratuities, failure to provide and/or pay paid sick leave, vacation time, or other paid time off or written notice of such time off, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to provide adequate seating, failure to pay wages without unlawful deductions and/or reductions, failure to maintain requisite payroll records, failure to reimburse necessary business expenses, and unfair or unlawful business practices in violation of California Business and Professions Code section 17200, *et*

seq., and any violation or breach of the California Labor Code arising from or related to the conduct alleged, including without limitation, Labor Code sections 201-204, 206, 210, 216, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 248.5, 351, 432.5, 450, 510, 515, 512, 551, 552, 558, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 1199, 2800, 2802, 2804, Industrial Welfare Commission Wage Orders (including and not limited to, Wage Order Nos. 4-2001 and 5-2001), ("Released PAGA Claims").

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member. For purposes of calculating Individual Class Payments, any Participating Class Member who did not work at least one Workweek (i.e., 8 hours during any week) during the Class Period shall be deemed to have worked one Workweek during the Class Period. Any Individual Class Payment shall be no less than $25.00.

B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $187,500 by the total number of PAGA Pay Periods worked by all Allegedly Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Ruth's Chris' records, are stated in the first page of this Notice. You have until ___________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 8 of this Notice has the Administrator's contact information.

If you make a challenge as to the number of Workweeks and/or Pay Periods, you need to support your challenge by sending copies of pay stubs or other relevant records. The Administrator will accept Ruth's Chris' calculation of Workweeks and/or Pay Periods based on Ruth's Chris' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel and Ruth's Chris' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

A. Participating Class Members. The Administrator will send, by U.S. mail, a check(s) to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Allegedly Aggrieved Employees. The check(s) will include the Individual Class Payment and any Individual PAGA Payment the Participating Class Member is eligible to receive under the Settlement.

B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a Individual PAGA Payment check to every Allegedly Aggrieved Employee.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 8 of this Notice has the Administrator's contact information.

6. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _______________.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *RCSH Wage and Hour Cases, Riverside County Superior Court* Case No. JCCP5243, and include your name, current address, telephone number, and approximate dates of employment for Ruth's Chris and sign the objection. A form for the objection has been included with this Notice, which you may use if you wish to submit an objection. Section 8 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 7 of this Notice for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _______________ at __:__ a.m./p.m. in Department 10 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website (https://www.riverside.courts.ca.gov/) for the most current information about attending the hearing virtually.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Ruth's Chris and Plaintiffs have promised to do under the proposed Settlement. If you wish to obtain a copy of any Settlement documents, you can consult the Superior Court website by going to (https://epublic-access.riverside.courts.ca.gov/public-portal/?q=node/369) and entering the Case Number for the Action, Case No. JCCP5243. You may also telephone or send an email to Class Counsel or the Administrator using the contact information listed below. You can also make an appointment to personally review court documents in the Clerk's Office at the courthouse by calling (951) 777-3147.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel Contact Information:
Name of Attorney:
Email Address:
Name of Firm:
Mailing Address:
Telephone:

Settlement Administrator Contact Information:
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult with the Industrial Relations Unpaid Wage Fund for instructions on how to retrieve the funds.

10. WHAT IF I CHANGE MY ADDRESS?

To receive the check that will be mailed to you pursuant to the Settlement, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA
RIVERSIDE COUNTY
Case No. JCCP5243

RCSH Wage and Hour Cases
c/o Settlement Administrator Address

Objection Form

To Object to the Settlement, Return This Form On Or Before __________ [45-day response deadline].

I wish to object to the settlement. I understand that I will still remain a member of the Class, as described in the Settlement Agreement, if my objection is overruled. I understand I can review the Settlement Agreement on the Court's website as stated in the Notice of Settlement that I received. _________________

The basis for my objection is as follows: ☐ (check if attachment included)

____

____

____

	Name/Address Changes (if any):
«First_Name» «Last_Name»	________________________________
XXX-XX-«Last_4»	________________________________
«Address_1»	________________________________
«City», «State» «ZIP_Code»	________________________________

I, ____________________________________, declare that all of the above is true and correct.

Signature: ____

Home Telephone: ( ) ____

Date: ____

E-Mail Address (optional):_____________________________________

EXHIBIT C

SUPERIOR COURT OF CALIFORNIA
RIVERSIDE COUNTY
Case No. JCCP5243

RCSH Wage and Hour Cases
c/o Settlement Administrator Address

Opt-Out Form

To Exclude Yourself From the Settlement of Class Claims, Return This Form On Or Before __________ [45-day response deadline].

I wish to exclude myself from the settlement of the class claims. I understand that I cannot exclude myself from the settlement of the PAGA claims. I understand that if I exclude myself from the settlement then I will not release any class claims. I understand I can review the Settlement Agreement as stated in the Notice of Settlement that I received.

	Name/Address Changes (if any):
«First_Name» «Last_Name»	______________________________
XXX-XX-«Last_4»	______________________________
«Address_1»	______________________________
«City», «State» «ZIP_Code»	______________________________
	______________________________

I, ______________________________, declare that all of the above is true and correct.

Signature: ______________________________

Home Telephone: ( ) ______________________________

Date: ______________________________

E-Mail Address (optional):______________________________