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16 SALADINO’S, INC.

17 **SACRAMENTO COUNTY SUPERIOR COURT**

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20 MARK D. TAFT, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 v.

24 SALADINO’S, INC., a Delaware
Corporation, and Does 1 through 50, inclusive

25 Defendants.
26
27
28

Case No. 34-2021-00304595-CU-OE-GDS
Related Case No. 34-2021-00310936

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: July 20, 2021

1 This Amended Joint Stipulation of Class Action Settlement and Release of Claims
2 (“Stipulation” or “Settlement”) is entered into by and between plaintiff Mark D. Taft (“Plaintiff”),
3 individually and on behalf of all others similarly situated and the State of California, as a private
4 attorney general, on the one hand, and defendant Saladino’s, Inc. (“Defendant”) on the other hand
5 (collectively referred to as “the Parties”).

6 This Settlement shall be binding on Plaintiff, the current and former employees he seeks to
7 represent, on Defendant, and on their respective counsel, subject to the terms and conditions
8 definitions, recitals, and terms set forth herein and to the approval of the Court.

9 **I. DEFINITIONS**

10 **1. Action**

11 “Action” or “Lawsuit” is defined as *Mark D. Taft v. Saladino’s, Inc., et al.*, which was filed
12 in Sacramento County Superior Court (Case No. 34-2021-00304595). This settlement also covers
13 the claims alleged by Plaintiff in his separately filed PAGA action titled *Mark D. Taft v. Saladino’s,*
14 *Inc., et al* which was also filed in Sacramento County Superior Court (Case No. 34-2021-00310936)
15 (“PAGA Action”).

16 **2. Class Counsel**

17 “Class Counsel” means James Hawkins, APLC, who, subject to Court approval, shall act as
18 counsel for the Settlement Class.

19 **3. Class Counsel Award**

20 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
21 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this
22 Lawsuit.

23 **4. Class Information**

24 “Class Information” means information regarding Class Members that Defendant will in
25 good faith compile from Defendant’s internal and currently available electronic timekeeping records
26 and provide to the Settlement Administrator. To the extent possible, it shall be formatted as a
27 Microsoft Excel spreadsheet. It shall include: each Class Member’s full name; last known address;
28 last known home telephone number; social security number; and Compensable Work Weeks.

1 **5. Class Members**

2 All non-exempt employees that worked for Defendant in California between July 26, 2018
3 through April 1, 2023 (“Class Period”). Defendant represents there are 2,372 employees as of
4 February 1, 2023.

5 **6. Class Representative**

6 “Class Representative” means Plaintiff Mark D. Taft.

7 **7. Consideration to Plaintiff for Full Release – General Release Payment**

8 “General Release Payment” means Plaintiff shall receive \$10,000 as consideration for
9 Plaintiff entering into a full general release of claims against Defendant, including a waiver under
10 Code of civil Procedure section 1542 (“General Release Payment”). The individual settlement
11 agreement and full release of claims shall be contingent upon Court approval of the settlement.

12 **8. Compensable Work Weeks**

13 “Compensable Work Weeks” means the number of weeks in which Class Member(s) worked
14 as a non-exempt employee for Defendant in the State of California during the Class Period based on
15 information from Defendant’s internal and currently available electronic timekeeping records.

16 **9. Complaint**

17 “Complaint” means the Operative Class Complaint, which was filed on July 20, 2021.

18 **10. Court**

19 “Court” means the Los Angeles County Superior Court in the State of California.

20 **11. Defendant**

21 “Defendant” means Saladino’s, Inc. and includes their past, present and/or future, direct
22 and/or indirect, officers, directors, members, managers, employees, agents, representatives,
23 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
24 affiliates, divisions, predecessors, successors, assigns, and joint venturers.

25 **12. Effective Date**

26 “Effective Date” of the Settlement means the date on which the Court’s order granting Final
27 Approval of this Joint Stipulation becomes final. Such order becomes final upon the following
28

1 events: (i) upon the Court issuing the Final Approval Order granting approval of this Settlement
2 Agreement if no objections to the settlement are filed, or if an objection is filed but is withdrawn
3 prior to the Court’s Final Approval Hearing; or (ii) in the event there are written objections filed
4 prior to the Final Approval Hearing which are not thereafter withdrawn prior to the hearing, the later
5 of the following events: (a) the day after the last day by which a notice of appeal of the order may be
6 timely filed with an appellate court, and none is filed; (b) if an appeal is filed and is finally disposed
7 of by ruling, dismissal, denial, or otherwise, the day after the last date for filing a request for further
8 review of the appellate court’s decision passes and no further review is requested; (c) if an appeal is
9 filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the appellate court,
10 and further review of the appellate court’s decision is requested, the day after the request for review
11 is denied with prejudice and/or no further review of the order can be requested; or (d) if review is
12 accepted, the day the appellate court affirms the Settlement.

13 **13. Final Approval Hearing**

14 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
15 reasonableness, and adequacy of the Settlement.

16 **14. Final Judgment**

17 “Final Judgment” means a judgment issued by the Court approving this Agreement as binding
18 upon the Parties.

19 **15. Gross Settlement Amount**

20 “Gross Settlement Amount” means the agreed upon settlement amount totaling \$450,000.00
21 (Four-Hundred and Fifty Thousand Dollars and Zero Cents) to be paid by Defendant in full
22 settlement of the Released Claims, and includes without limitation the Class Counsel Award, General
23 Release Payment, Individual Settlement Payments, PAGA Settlement Amount, and Settlement
24 Administrator Costs. In no event shall Defendant be liable for more than the Gross Settlement
25 Amount, except that Defendant’s portion of payroll taxes will be paid separately and in addition to
26 the Gross Settlement Amount.

27 **16. Individual Settlement Payment**

28 “Individual Settlement Payment” means the amount paid from the Net Settlement Fund to a

1 Settlement Class Member, based upon his/her Compensable Work Weeks.

2 **17. Individual PAGA Payment**

3 “Individual PAGA Payment” means the amount paid from the PAGA Settlement Amount to
4 an Aggrieved Employee, based upon his/her Compensable Pay Periods.

5 **18. LWDA**

6 “LWDA” means the California Labor and Workforce Development Agency.

7 **19. Net Settlement Fund**

8 “Net Settlement Fund” means the Gross Settlement Amount, less Court-approved Class
9 Counsel Award, General Release Payment, payment to the LWDA, and Settlement Administration
10 Costs.

11 **20. Notice of Class Action Settlement**

12 “Notice of Class Action Settlement” means the Notice of Pendency of Class Action
13 Settlement and Hearing Date for Court Approval substantially in the form attached hereto as **Exhibit**
14 **A**, which shall include an estimated individual settlement payment, number of workweeks worked,
15 dates of employment, how to opt-out of the settlement, and how to object to the settlement, how to
16 dispute the number of estimated workweeks worked, and that Aggrieved Employees will be bound
17 by the PAGA release and receive payment even if they opt out of class action settlement.

18 **21. PAGA**

19 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor
20 Code §§ 2699 et seq.

21 **22. Aggrieved Employees**

22 All non-exempt employees who worked for Defendant in California from July 20, 2021
23 through April 1, 2023 (“PAGA Period”).

24 **23. PAGA Settlement Amount**

25 “PAGA Settlement Amount” means the payment made hereunder to the LWDA and
26 Aggrieved Employees pursuant to PAGA. The Parties will seek approval from the Court for a total
27 PAGA Settlement Amount of \$45,000, which shall be allocated and paid as follows: 75% (\$33,750)
28 out of the Gross Settlement Amount to the California Labor and Workforce Development Agency

1 (“LWDA”) as the LWDA’s share of the settlement of civil penalties paid under this Agreement
2 pursuant to the PAGA and 25% (\$11,250) from the Net Settlement Amount paid and distributed to
3 the Aggrieved Employees based on the number of pay periods worked as an Aggrieved Employee
4 during the PAGA Period. If the Court approves a different total PAGA Settlement Amount, the
5 amount shall be allocated and paid using the same percentages. Aggrieved Employees will receive a
6 PAGA Payment and are bound by the PAGA release even if they opt out of class action settlement.

7 **24. “PAGA Payment”** means the payment to the State of California LWDA and the
8 Employees in settlement of all claims for PAGA penalties as defined in this Settlement Agreement.

9 **25. PAGA Period**

10 “PAGA Period” means the period from July 20, 2021 through April 1, 2023.

11 **26. Parties**

12 “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean Plaintiff or
13 Defendants, individually.

14 **27. Payment Ratio for Settlement Class Members**

15 “Payment Ratio” means the respective Compensable Work Weeks during which an employee
16 worked, in proportion to the aggregate number of Compensable Work Weeks worked by all Class
17 Members.

18 **28. Payment Ratio for Aggrieved Employees**

19 “Payment Ratio” means the respective Compensable Pay Periods during which an employee
20 worked, in proportion to the aggregate number of Compensable Pay Periods worked by all Aggrieved
21 Employees during the PAGA Period.

22 **29. Plaintiff**

23 “Plaintiff” means Plaintiff Mark D. Taft.

24 **30. Preliminary Approval Date**

25 “Preliminary Approval Date” means the date on which the Court issues an order granting
26 preliminary approval of the settlement.

27 **31. Class member Released Claims**

28 Plaintiff and Class Members release Defendant and any parent, subsidiary, affiliate,

1 predecessor or successor entity, and all agents, employees, contracting parties, joint employers,
2 officers, directors and attorneys thereof, (collectively the “Released Parties”), from any and all claims
3 during the time period of July 20, 2018 through April 1, 2023, alleged in the Class Complaint or
4 those that could have been brought based on the claims asserted in the operative Class Complaint
5 including the following: 1) failure to provide meal periods; 2) failure to provide rest periods, 3)
6 failure to pay wages (including overtime or minimum wages based on theories of alleged off-the-
7 clock work, miscalculation of the regular rate of pay for overtime, meal period or rest break premium
8 wages and paid sick leave), 4) making unlawful deductions from earned wages without authorization;
9 5) failure to pay all wages due to discharged and quitting employees; 6) failure to furnish accurate
10 itemized wage statements; 7) failure to reimburse for necessary business expenses; 8) engaging in
11 unfair business practices.

12 **32. Aggrieved Employees Released Claims**

13 Plaintiff and Aggrieved Employees release Defendant and any parent, subsidiary, affiliate,
14 predecessor or successor entity, and all agents, employees, contracting parties, joint employers,
15 officers, directors and attorneys thereof, (collectively the “Released Parties”), from any and all claims
16 during the time period of July 20, 2018 through April 1, 2023, alleged in the PAGA Civil Complaint
17 or those that could have been brought based on the claims asserted in the operative PAGA Civil
18 Complaint and/or the LWDA letter including the following claims under PAGA: 1) failure to provide
19 meal periods; 2) failure to provide rest periods, 3) failure to pay wages (including overtime or
20 minimum wages based on theories of alleged off-the-clock work, miscalculation of the regular rate
21 of pay for overtime, meal period or rest break premium wages and paid sick leave), 4) making
22 unlawful deductions from earned wages without authorization; 5) failure to pay all wages due to
23 discharged and quitting employees; 6) failure to furnish accurate itemized wage statements; 7) failure
24 to reimburse for necessary business expenses; 8) engaging in unfair business practices.

25 **33. Plaintiff’s Individual Released Claims**

26 Plaintiff agrees to further release the Released Parties from any and all claims, demands,
27 rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or local
28 laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or

1 latent, that have been or could have been asserted by Plaintiff, or the heirs, successors and/or assigns
2 of Plaintiff, whether directly, indirectly, representatively, derivatively or in any other capacity,
3 arising at any time prior to the date that the court grants approval of the settlement. As to the
4 Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of
5 section 1542 of the California Civil Code Section 1542 reads as follows:

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

10 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
11 and complete release and discharge of all of their Released Claims, Plaintiff expressly acknowledges
12 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
13 Plaintiff does not know or suspects to exist in his favor at the time of execution hereof, and that the
14 Settlement contemplates the extinguishment of all such Released Claims. The parties understand that
15 the General Release does not release any claims that they cannot lawfully release. The parties are not
16 waiving any right that cannot be waived by law. It is also understood and agreed by Defendant that
17 this release does not limit Plaintiff from filing and seeking damages for any alleged injury under
18 Workers' Compensation laws and/or unemployment insurance claims that are currently pending, or
19 may be filed in the future. This release is intended to waive and release any claims under Labor Code
20 sections 132a and 4553. The parties understand that the General Release does not apply to any Class
21 Members other than Plaintiff Taft.

22
23 **34. Released Parties**

24 "Released Parties" means Defendant and any parent, subsidiary, affiliate, predecessor or
25 successor entity, and all agents, employees, contracting parties, joint employers, officers, directors
26 and attorneys thereof.

27 **35. Request for Exclusion**

28 "Request for Exclusion" means a letter setting forth a Class Member's name, present address,

1 and a simple statement electing to be excluded from the Settlement.

2 **36. Response Deadline**

3 “Response Deadline” means the date forty-five (45) days after the Settlement Administrator
4 mails the Notice of Class Action Settlement to Class Members, which is the last date on which Class
5 Members may: (a) submit a Request for Exclusion; (b) file and serve objections to the settlement; or
6 (c) dispute the information contained in the Notice of Class Action Settlement. If the forty-fifth (45th)
7 day falls on a Sunday or Federal holiday, then the deadline is extended to the next day that the U.S.
8 Postal Service is open.

9 **37. Settlement**

10 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
11 this Joint Stipulation of Class Action Settlement and Release of Claims.

12 **38. Settlement Administrator**

13 “Settlement Administrator” means the third-party company that is responsible for
14 administering the Settlement. This Settlement Administrator is APEX Class Action Administrators.
15 The Settlement Administrator will agree to comply with Defendant’s data security protocols. In the
16 event that APEX Class Action Administrators does not agree to comply with Defendant’s data
17 security protocols, the Parties will designate another Settlement Administrator.

18 **39. Settlement Administrator Costs**

19 “Settlement Administrator Costs” means the amount to be paid to the Settlement
20 Administrator from the Gross Settlement Amount for administration of this Settlement, currently
21 estimated at \$25,000.

22 **40. Settlement Class Members**

23 “Settlement Class Members” means those Class Members who did not file a valid and timely
24 Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

25 **II. RECITALS**

26 **1. Class Certification.**

27 The Parties stipulate to class certification for purposes of settlement only. If the Court does
28 not grant either preliminary or final approval of this Settlement, the Parties shall work together in

1 good faith to agree on a revised settlement agreement to address the Court’s concerns. If the Parties
2 are unable to reach agreement, or the Court does not grant either preliminary or final approval of the
3 revised settlement, the Parties agree that this stipulation regarding class certification will be revoked
4 and the Parties will return to a point in litigation prior to the execution of this Agreement.

5 **2. Procedural History**

6 On July 20, 2021, Plaintiff sent the LWDA notice, via online filing, of his intent to file an
7 action against Defendant to seek civil penalties under PAGA. On November 9, 2021 Plaintiff filed a
8 PAGA Representative Action in Sacramento County Superior Court, Case No. 34-2021-00310936.

9 On July 20, 2021, Plaintiff filed a Class Action Complaint in Sacramento County Superior
10 Court, Case No. 34-2021-00304595.

11 On or about March 31, 2022, the Parties entered into a Stipulation and proposed order to
12 privately mediate. The proposed order was granted by this court on or about April 14, 2022.

13 On November 22, 2022, the Parties attended a full-day mediation with experienced mediator
14 Michael Dickstein. After a full-day’s mediation and subsequent continued negotiations with the
15 assistance of the mediator, the Parties reached an agreement to settle the claims as provided herein,
16 to settle Plaintiff’s claims on a class-wide and PAGA basis and on or about March 1, 2023 executed
17 a Memorandum of Understanding.

18 Defendant denies any liability or wrongdoing of any kind associated with the claims asserted
19 in Plaintiff’s Action, disputes the damages and penalties claimed by Plaintiff, and further contends
20 that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or
21 representative action treatment. This Stipulation is a compromise of disputed claims. Nothing
22 contained in this Stipulation, no documents referred to herein, and no action taken to carry out this
23 Stipulation, shall be construed or used as an admission by or against Defendant as to the merits or
24 lack thereof of the claims asserted in this Action. Defendant contends, among other things, that, at
25 all times, it has complied with all applicable state, federal and local laws related to the Class
26 Members’ employment.

27 The Class Representative is represented by Class Counsel. Class Counsel conducted an
28 investigation into the facts relevant to the Action, including reviewing documents and information

1 provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel
2 are of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best
3 interest of the Class in light of all known facts and circumstances, including the risks of significant
4 delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial
5 on the merits, and numerous potential appellate issues. Although Defendant denies liability,
6 Defendant is agreeing to this Settlement solely to avoid the cost of further litigation. Accordingly,
7 the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all
8 disputes and claims arising from or relating to the Action on the terms set forth herein.

9 **3. Benefits of Settlement to Class Members.**

10 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
11 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff has also
12 taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
13 and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
14 proof necessary to establish liability for the claims asserted in the Lawsuit, both generally and in
15 response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class
16 Members. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter
17 into a settlement that confers substantial relief upon the members of the Class. Based on the
18 foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set
19 forth in this Settlement Agreement, is fair, reasonable, and adequate and is in the best interest of the
20 putative class in light of all known facts and circumstances, including the risk of significant delay,
21 defenses asserted by Defendant, Defendant's financial condition, numerous potential appellate
22 issues, and other risks inherent in litigation.

23 **4. Defendant's Reasons for Settlement.**

24 Defendant has concluded that any further defense of this litigation would be protracted and
25 expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been
26 and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims
27 asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of further
28 litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to

1 contend that it is not liable for any of the claims set forth by Plaintiff in this Action, Defendant has
2 agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to
3 rest the claims in this Lawsuit. Defendant contends that it has complied with all applicable state,
4 federal, and local laws.

5 **5. Settlement of Disputed Claims.**

6 This Agreement is a compromise of disputed claims. Defendant contends that the Released
7 Class Claims and the Released PAGA Claims have no merit and do not give rise to liability. Plaintiff
8 and Settlement Class Members have claimed and continue to claim that the Released Class Claims
9 and the Released PAGA Claims have merit and give rise to liability on the part of Defendant. This
10 Agreement is a compromise of disputed claims. Nothing contained in this Agreement, no documents
11 referred to herein, and no action taken to carry out this Agreement, may be construed or used as an
12 admission by or against the Settlement Class Members or Class Counsel as to the merits or lack
13 thereof of the claims asserted in this Action.

14 **III. TERMS OF AGREEMENT**

15 **1. Release as to All Settlement Class Members.**

16 As of the Effective Date, all Settlement Class Members will release the Released Parties from
17 the Released Class Claims, whether known or unknown. To be clear, the scope of this release is
18 limited to the Released Class Claims. Settlement Class Members may later discover facts or legal
19 arguments in addition to or different from those that they now know or currently believe to be true
20 with respect to the Released Class Claims. Regardless, the discovery of new facts or legal arguments
21 shall in no way limit the scope or definition of the Released Class Claims, and by virtue of this
22 Agreement, Plaintiff and Settlement Class members shall be deemed to have, and by operation of the
23 final judgment approved by the Court, shall have, fully, finally, and forever settled and released all
24 of the Released Class Claims. The Parties understand and specifically agree that the scope of this
25 Release described in this Paragraph is a material part of the consideration for this Agreement, was
26 critical in justifying the agreed upon economic value of the Settlement and without it, Defendant
27 would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure
28 that Defendant is obtaining peace of mind regarding the resolution of the claims that were or could

1 have been alleged based on facts, causes of action, and legal theories contained in the Action.

2 Defendant shall be entitled to a release of all Released Class Claims which occurred during
3 the Class Period only during such time that the Settlement Class Member was non-exempt, and
4 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
5 unemployment insurance, disability, social security, workers' compensation, claims while classified
6 as exempt, and claims outside of the Class Period.

7 **2. Release as to all Aggrieved Employees**

8 As of the Effective Date, all Aggrieved Employees will release the Released Parties from the
9 Released PAGA Claims, whether known or unknown. To be clear, the scope of this release is limited
10 to the Released PAGA Claims. Aggrieved Employees may later discover facts or legal arguments in
11 addition to or different from those that they now know or currently believe to be true with respect to
12 the claims, causes of action, and legal theories of the Action. Regardless, the discovery of new facts
13 or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims, and
14 by virtue of this Agreement, Plaintiff and Aggrieved Employees shall be deemed to have, and by
15 operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled
16 and released all of the Released PAGA Claims. The Parties understand and specifically agree that
17 the scope of this Release described in this Paragraph is a material part of the consideration for this
18 Agreement, was critical in justifying the agreed upon economic value of the Settlement and without
19 it, Defendant would not have agreed to the consideration provided, and is narrowly drafted and
20 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of the claims
21 that were or could have been alleged based on facts, causes of action, and legal theories contained in
22 the Action.

23 **3. Release of Claims by Plaintiff**

24 As of the Effective Date, Plaintiff releases the Released Parties from all of the Released
25 Claims during the Class Period. Plaintiff, for himself and his heirs, successors and assigns, further
26 waives, releases, acquits and forever discharges the Released Parties from any and all claims, actions,
27 charges, complaints, grievances and causes of action, of whatever nature, whether known or
28 unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including,

1 but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims,
 2 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal
 3 injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims,
 4 quantum meruit claims, and any and all claims arising under any federal, state or other governmental
 5 statute, law, regulation or ordinance, including, but not limited to, claims for violation of the Fair
 6 Labor Standards Act (FLSA), the California Labor Code, the Wage Orders of California’s Industrial
 7 Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age
 8 Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title
 9 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California
 10 Family Rights Act, the Family Medical Leave Act, California’s Whistleblower Protection Act,
 11 California Business & Professions Code §§17200 et seq., and any and all claims arising under any
 12 federal, state or other governmental statute, law, regulation or ordinance.

13 Plaintiff’s releases set forth herein include a waiver of all rights under California Civil Code
 14 §1542, which provides:

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

19 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
 20 he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle
 21 and release any and all claims against the Released Parties, known or unknown, suspected or
 22 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
 23 this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff’s
 24 employment with Defendant.

25 **4. Tax Liability and Medicare.**

26 The Parties make no representations as to the tax treatment or legal effect of the payments
 27 called for hereunder, and Settlement Class Members are not relying on any statement or
 28 representation by the Parties in this regard. Settlement Class Members understand and agree that they

1 will be responsible for the payment of taxes and penalties assessed on the payments described herein
2 and will hold the Parties free and harmless from and against any claims resulting from treatment of
3 such payments as non-taxable damages, including the treatment of such payment as not subject to
4 withholding or deduction for payroll and employment taxes. Moreover, this Agreement is based upon
5 a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted
6 responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b),
7 especially since this is strictly a wage and hour case. The Parties resolved this matter in compliance
8 with both state and federal law. The Parties made every effort to adequately protect Medicare's
9 interest and incorporate such into the settlement terms. Plaintiff warrants that he is not a Medicare
10 beneficiary as of the date of this Agreement. As such, no conditional payments have been made by
11 Medicare.

12 **5. Circular 230 Disclaimer.**

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

1 **6. Preliminary Approval of Settlement.**

2 Promptly upon execution of this Agreement, Plaintiff will move the Court to grant
3 preliminary approval of this Settlement, certifying the Class for settlement purposes only and setting
4 a date for the Final Approval Hearing. All Parties agree to work diligently and cooperatively to have
5 this Settlement presented to the Court for preliminary approval. The proposed preliminary approval
6 order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class Members
7 as specified herein.

8 **7. Settlement Administrator.**

9 Upon the Court granting preliminary approval of this Agreement, Defendant shall provide
10 the Settlement Administrator with the Class Information within ten (10) business days for purposes
11 of mailing the Notice of Class Action Settlement to the Class Members. No later than three (3)
12 business days after receipt of the Class Information, the Settlement Administrator shall notify
13 counsel for the Parties that the list has been received and state the number of Class Members included
14 in the Class Information.

15 **8. Notice by First Class U.S. Mail.**

16 Upon receipt of the Class Information, the Settlement Administrator will perform a search
17 based on the National Change of Address Database to update and correct any known or identifiable
18 address changes. Within thirty (30) calendar days of the Preliminary Approval Date, the Settlement
19 Administrator shall mail copies of the Notice of Class Action Settlement to all Class Members via
20 regular First-Class U.S. Mail with a return postage-paid envelope. The Settlement Administrator
21 shall exercise its best judgment to determine the current mailing address for each Class Member,
22 including performing a skip-trace to identify any updated addresses. The address identified by the
23 Settlement Administrator as the current mailing address shall be presumed to be the best mailing
24 address for each Class Member. A reminder postcard will be mailed out 30 days after the Class
25 Notice is mailed to Class Members.

26 **9. Undeliverable Notices.**

27 Any Notice of Class Action Settlement returned to the Settlement Administrator as
28 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address

1 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
2 attempt to determine a correct address by use of skip-tracing, or other search using the name, address
3 and/or social security number of the Class Member whose notice was undeliverable, and shall then
4 re-mail all returned, undelivered mail within five (5) calendar days of receiving notice that a notice
5 was undeliverable. Class Members who receive a re-mailed Notice of Class Action Settlement shall
6 have their Response Deadline extended by the longer of fourteen (14) calendar days from the date of
7 re-mailing or the remaining original Response Deadline period.

8 **10. Disputes Regarding Individual Settlement Payments.**

9 Class Members will have the opportunity, should they disagree with Defendant's records
10 regarding the weeks worked stated on their Notice of Class Action Settlement, to provide
11 documentation and/or an explanation to show contrary information by the Response Deadline. If
12 there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an
13 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
14 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
15 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
16 shall be binding upon the Class Members and the Parties. In the absence of circumstances indicating
17 fraud, manipulation or destruction, Defendant's records will be given a rebuttable presumption of
18 accuracy.

19 **11. Disputes Regarding Administration of Settlement.**

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

24 **12. Requests for Exclusion.**

25 The Notice of Class Action Settlement shall state that Class Members who wish to exclude
26 themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The
27 Notice will state that the Request for Exclusion: (1) must contain the name, address, and telephone
28 number of the Class Member requesting exclusion; (2) must contain a statement expressing that the

1 Class Member elects to be excluded from the Settlement; (3) must be signed by the Class Member;
2 and (4) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement
3 Administrator at the specified address or fax number. The Request for Exclusion will be deemed
4 invalid if it does not contain a Class Member's name, address, signature, and a statement requesting
5 exclusion. The date of the postmark on the return mailing envelope or fax stamp on the Request for
6 Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been
7 timely submitted. If the Settlement Administration is unsure of the validity of a Request for
8 Exclusion, it must provide a copy of the Request for Exclusion to the Parties to review and make a
9 determination as to its validity. Any Class Member who requests to be excluded from the Settlement
10 Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of
11 the Settlement or have any right to object, appeal, or comment thereon. Class Members who fail to
12 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound
13 by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is
14 approved by the Court. No later than five (5) calendar days after the Response Deadline, the
15 Settlement Administrator shall provide counsel for the Parties with a complete list of all members of
16 the Settlement Class who have timely submitted a Request for Exclusion. Aggrieved Employees
17 will continue to be bound by the PAGA Release even if they exclude themselves from the Class
18 Release.

19 **13. Objections.**

20 The Notice of Class Action Settlement shall state that Class Members who wish to object to
21 the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written
22 objection ("Notice of Objection") must be mailed or faxed to the Settlement Administrator by the
23 Response Deadline. The date of mailing on the envelope or the date of the fax transmission shall be
24 deemed the exclusive means for determining that a Notice of Objection was timely received. The
25 Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class
26 Member; (2) the basis for the objection; and (3) if the Class Member intends to appear at the Final
27 Approval Hearing. The Settlement Administration must provide a copy of written objections to the
28 Parties within three (3) calendar days of receipt. Class Counsel will ensure that any Notices of

1 Objection received by the Settlement Administrator by the Response Deadline are filed with the
2 Court along with the Motion for Final Approval. Either of the Parties may file a responsive document
3 to any objection at least ten (10) court days before the Final Approval Hearing. Any attorney who
4 will represent an individual objecting to this Settlement who has not filed a written objection must
5 file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant no
6 later than the Response Deadline. Class Counsel shall not represent any Class Members with respect
7 to any such objections.

8 Any Class Member who fails to submit a timely written objection or to present an objection
9 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall be
10 foreclosed from making any objection to the Settlement whether by appeal or otherwise.

11 An individual who submits a valid Request for Exclusion may not object to the Settlement.

12 **14. No Solicitation of Settlement Objections or Exclusions.**

13 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time
14 shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to
15 submit either written objections to the Settlement or requests for exclusion from the Settlement, or
16 to appeal from the Court's Final Judgment.

17 **15. Funding and Allocation of Gross Settlement Amount.**

18 No later than sixty (60) calendar days after the Court signs the motion for final approval and
19 judgment, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator to
20 fund the Settlement, as set forth in this Agreement, and the employer's share of payroll taxes due on
21 the portion of the Individual Settlement Payments that is allocated to wages. Defendant will not be
22 obligated to make any payments contemplated by this Agreement unless and until the Court enters
23 the Final Approval Order and Final Judgment. Within five (5) calendar days of the receipt of the
24 Gross Settlement Amount, the Settlement Administrator shall make the Settlement payments as
25 specified in this Settlement Agreement,

26 **16. Net Settlement Fund.**

27 The Net Settlement Fund will be determined by the Settlement Administrator by subtracting
28 the Court-approved Class Counsel Award, General Release Payment, PAGA Settlement Amount to

1 the LWDA, and Settlement Administrator Costs from the Gross Settlement Amount. The anticipated
 2 Net Settlement Fund is \$134,166. The Parties estimate the amount of the Net Settlement Fund as
 3 follows:

4		
5	Gross Settlement Amount:	\$ 450,000
6	General Release Payment:	\$ 10,000
7	Class Counsel Award:	\$ 150,000
8	Class Counsel Costs:	\$ 25,000 (not to exceed)
9	PAGA Settlement Amount to the	\$ 45,000
10	LWDA	
11	Settlement Administrator Costs:	\$ 25,000
12	Anticipated Net Settlement Fund	\$ 195,000

13 This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross
 14 Settlement Amount, which includes, Class Counsel Award, General Release Payment, Individual
 15 Settlement Payments, PAGA Settlement Amount, and Settlement Administrator Costs. No portion
 16 of the Gross Settlement Amount will revert to Defendant.

17 Defendant's share of payroll taxes due on the portion of the Individual Settlement Payments
 18 allocated to wages, including but not limited to Defendant's FICA and FUTA contributions, shall be
 19 paid separately from, and in addition to, the Gross Settlement Amount.

20 **17. Individual Settlement Payments.**

21 Individual Settlement Payments to Settlement Class Members and Aggrieved Employees
 22 will be paid from the Net Settlement Fund and shall be paid pursuant to the settlement formula set
 23 forth herein. Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each
 24 Settlement Class Member's last known mailing address within five (5) calendar days after Defendant
 25 makes the settlement payment. All Individual Settlement Payments to Settlement Class Members
 26 will be allocated as follows: 1/3 wages, 1/3 interest and 1/3 penalties. All Individual Settlement
 27 Payments to Aggrieved Employees will be allocated as one hundred percent (100%) penalties.

1 **18. Settlement Class Member's Payment Ratio.**

2 Settlement Class Members will be paid on a pro-rata basis. A Settlement Class Member's
3 Individual Settlement Payment will be based on the number of Compensable Work Weeks during
4 which they worked in proportion to the aggregate number of Compensable Work Weeks worked by
5 all Class members, reduced as necessary to account for the employee's mandatory payroll
6 withholdings.

7 **19. Aggrieved Employee's Individual Settlement Payment and PAGA Ratio**

8 The Parties will seek approval from the Court for a total PAGA Settlement Amount of
9 \$45,000, which shall be allocated and paid as follows: 75% (\$33,750) out of the Gross Settlement
10 Amount to the California Labor and Workforce Development Agency ("LWDA") as the LWDA's
11 share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25%
12 (\$11,250) from the Net Settlement Amount paid and distributed to the Aggrieved Employees based
13 on the number of pay periods worked as an Aggrieved Employee during the PAGA Period. If the
14 Court approves a different total PAGA Settlement Amount, the amount shall be allocated and paid
15 using the same percentages.

16 **20. Payment to Settlement Class Member and Aggrieved Employees.**

17 Checks shall be made payable to each Settlement Class Member and/or Aggrieved Employee
18 for payment of each Settlement Class Member and/or Aggrieved Employee's Individual Settlement
19 Payment as set forth in Paragraph III.16-19 of this Agreement.

20 **21. Unclaimed Settlement Payment(s).**

21 After one hundred and eighty (180) calendar days of the mailing of the Individual Settlement
22 Payment checks, funds attributable to unclaimed, undeliverable, or expired Individual Settlement
23 Payment checks will be transmitted to the State of California Office of the Controller Unclaimed
24 Property Fund in the name of the Settlement Class Members who did not cash his/her Settlement
25 check. The Parties agree to coordinate their efforts to seek Court approval for such an escheatment
26 process of uncashed funds. If, for some reason, the Court does not approve the escheatment of
27 uncashed funds, the Parties agree to meet and confer to identify a mutually-agreeable cy pres
28 recipient(s) for the uncashed funds.

1 **22. General Release Payment.**

2 Plaintiff will request that the Court approve a General Release Payment of up to \$10,000.
3 The General Release Payment shall be paid to Plaintiff from the Gross Settlement Amount within
4 seven (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement
5 Administrator. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for
6 his respective General Release Payment. Plaintiff shall be solely and legally responsible to pay any
7 and all applicable taxes on his General Release Payment and shall hold harmless Defendant and Class
8 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of the General
9 Release Payment. The General Release Payment shall be in addition to the Plaintiff's Individual
10 Settlement Payment as a Settlement Class Member. Any amount requested by Plaintiff for the
11 General Release Payment and not granted by the Court shall return to the Net Settlement Fund and
12 be distributed to Settlement Class Members as provided in this Agreement.

13 **23. Class Counsel Award.**

14 Class Counsel will request that the Court approves attorneys' fees in the amount of up to
15 thirty-three and one-third percent (33.33%) of the Gross Settlement Amount. This amount is
16 currently anticipated to be \$150,000. Class Counsel will also request that the Court approve the
17 reimbursement of any litigation costs or expenses associated with Class Counsel's prosecution of
18 this matter from the Gross Settlement Amount not to exceed \$25,000. Even in the event that the
19 Court reduces or does not approve the requested Class Counsel Award, Plaintiff's Counsel shall not
20 have the right to revoke the Settlement and it will remain binding. Class Counsel shall be paid any
21 Court-approved fees and costs no later than seven (7) calendar days after Defendant provides the
22 Gross Settlement Amount to the Settlement Administrator. Class Counsel shall be solely and legally
23 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
24 Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments
25 made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class
26 Counsel any particular amount in attorneys' fees and costs. Any amount requested by Class Counsel
27 for the Class Counsel Award and not granted by the Court shall return to the Net Settlement Fund
28 and be distributed to Settlement Class Members as provided in this Agreement.

1 **24. Settlement Administrator Costs.**

2 The Parties agree to allocate up to \$25,000 of the Gross Settlement Amount for Settlement
3 Administrator Costs. The Settlement Administrator shall have the authority and obligation to make
4 payments, credits and disbursements to Settlement Class Members in the manner set forth herein,
5 calculated in accordance with the methodology set out in this Agreement and orders of the Court.
6 The Parties agree to cooperate in the Settlement administration process and to make all reasonable
7 efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

8 **25. Responsibilities of the Settlement Administrator.**

9 The Settlement Administrator shall be responsible for the following: processing and mailing
10 payments to Plaintiff, Class Counsel, and Settlement Class Members; printing, and mailing the
11 Notice of Class Action Settlement and tax forms to the Settlement Class Members as directed by the
12 Court; receiving and reporting the requests for exclusion and objections submitted by Settlement
13 Class Members; providing declaration(s) as necessary in support of preliminary and/or final approval
14 of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
15 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the
16 performance of all Settlement Administrator responsibilities. Plaintiff, Class Counsel, Defendant,
17 and Defendant’s counsel shall not bear any responsibility for errors or omissions in the calculation
18 or distribution of the settlement payments or development of the list of recipients of settlement
19 payments. Defendant and Defendant’s counsel shall not enter into any contractual relationship with
20 the Settlement Administrator.

21 **26. Settlement Administrator Fees.**

22 The Settlement Administrator shall be paid the Settlement Administrator Costs within seven
23 (7) calendar days after Defendant provides the Gross Settlement Amount to the Settlement
24 Administrator.

25 **27. Payment to the LWDA.**

26 A total payment of \$45,000 from the Gross Settlement Amount will be allocated as the PAGA
27 Settlement Amount to be paid as penalties under the Labor Code Private Attorneys General Act of
28 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Settlement Amount (\$33,750) will be

1 paid to the LWDA and the remaining twenty-five (25%) (\$11,250) shall be included in the Net
2 Settlement Fund distributed to Aggrieved Employees.

3 **28. Final Approval Hearing and Entry of Final Judgment.**

4 Upon expiration of the Response Deadline, with the Court’s permission, the Final Approval
5 Hearing shall be conducted to determine final approval of the Settlement along with the amount
6 properly payable for: (i) the Class Counsel Award; (ii) the General Release Payment; (iii) Individual
7 Settlement Payments; (iv) the Settlement Administrator Costs; and (v) PAGA Settlement Amount.

8 **29. Final Approval Order.**

9 Plaintiff will request that the Court enter, after the Final Approval Hearing, a Final Approval
10 Order. Plaintiff will request that the Final Approval Order certify the Settlement Class; find that this
11 Agreement is fair, just, adequate, and in the best interests of the Class; and require the Parties to carry
12 out the provisions of this Agreement.

13 **30. Nullification of Settlement Agreement.**

14 In the event: (i) the Court denies preliminary approval of the Settlement; (ii) the Court denies
15 final approval of the Settlement; (iii) the Court refuses to enter a Final Judgment as provided herein;
16 or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall
17 be null and void and any order or judgement entered by the Court in furtherance of this Settlement
18 shall be treated as void from the beginning. If one or more of such events occur causing the
19 Settlement Agreement to become null and void, the Parties shall proceed in all respects as if this
20 Agreement had not been executed, except that any fees already incurred by the Settlement
21 Administrator shall be paid by the party terminating the Settlement or Defendant will be solely
22 responsible for the costs incurred for the settlement administration should it exercise its’ option to
23 nullify this agreement. The return of any paid Settlement funds to Defendant shall occur no later than
24 five (5) business days after one or more of the triggering events leading to nullification occurs. In
25 the event an appeal is filed from the Court’s Final Judgment, or any other appellate review is sought,
26 administration of the Settlement shall be stayed pending final resolution of the appeal or other
27 appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of
28 the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid

1 to the Settlement Administrator by Defendant within thirty (30) days of said notification.

2 **31. Class and PAGA Period Adjustment.**

3 The Gross Settlement Amount is based on Defendant's representation that as of August 6,
4 2022 the Class Members worked a total of 103,574 Workweeks from July 26, 2018 to August 6,
5 2022 ("Represented Workweeks"). Should the Represented Workweeks worked by the Class
6 Members ultimately increase by more than 15% of what was represented at the mediation (i.e., by
7 more than 10,357 Workweeks, or in other words, if the Workweeks worked between July 26, 2018
8 to April 1, 2023 exceed 119,110, Defendant, at its option, can either choose to: (1) cut off the end
9 date for the class releases as of the date on which the number of workweeks reaches 119,110, or (2)
10 increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in
11 number of workweeks worked by the Class Members above the 15% (i.e., if there was 20% increase
12 in the number workdays during the Class Period, Defendant would agree to increase the Settlement
13 Fund by 5%).

14 **32. No Effect on Employee Benefits.**

15 Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement
16 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or
17 calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of
18 Plaintiff or Settlement Class members.

19 **33. No Admission by Defendant.**

20 Defendant denies any and all claims alleged in this Lawsuit and denies all wrongdoing
21 whatsoever. This Agreement is not a concession or admission, and shall not be used against
22 Defendant as an admission or indication with respect to any claim of any fault, concession, or
23 omission by Defendant.

24 **34. Exhibits and Headings.**

25 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
26 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
27 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
28 Agreement are inserted for convenience of reference only and do not constitute a part of this

1 Agreement.

2 **35. Interim Stay of Proceedings.**

3 The Parties agree to stay all proceedings in the Action, except such proceedings necessary to
4 implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the
5 Court. Defendant will not be obligated to file an answer to the Complaint.

6 **36. Amendment or Modification.**

7 This Agreement may be amended or modified only by a written instrument signed by counsel
8 for all Parties or their successors-in-interest.

9 **37. Entire Agreement.**

10 Apart from the short-form Memorandum of Agreement that was executed on or about March
11 1, 2023, which the Parties specifically agree to integrate herein, this Agreement and any attached
12 Exhibits constitute the entire Agreement among these Parties, and no oral or written representations,
13 warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits
14 other than the representations, warranties, and covenants contained and memorialized in the
15 Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the
16 representations and warranties herein and not based on any promises, representation, and/or
17 warranties not found herein.

18 **38. Authorization to Enter into Settlement Agreement.**

19 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
20 whom they represent to negotiate this Agreement and to take all appropriate actions required or
21 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
22 execute any other documents required to effectuate the terms of this Agreement. The Parties and
23 their counsel will cooperate with each other and use their best efforts to effect the implementation of
24 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
27 to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represent
28 and warrant that they are authorized to sign this Agreement on behalf of Defendant. Plaintiff

1 represents and warrants that he is authorized to sign this Agreement and that he does have not
2 assigned any claim, or part of a claim, covered by this Settlement to a third-party.

3 **39. Binding on Successors and Assigns.**

4 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns
5 of the Parties hereto, as previously defined.

6 **40. California Law Governs.**

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

9 **41. Counterparts.**

10 This Agreement may be executed in one or more counterparts. All executed counterparts and
11 each of them shall be deemed to be one and the same instrument.

12 **42. Jurisdiction of the Court.**

13 The Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
14 implementation and enforcement of the terms of this Agreement and all orders and judgments entered
15 in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
16 Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this
17 Agreement and all orders and judgments entered in connection therewith.

18 **43. Invalidity of Any Provision.**

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

22 **44. Publicity.**

23 Plaintiff and Class Counsel agree not to disclose or publicize this Settlement, including the
24 fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any
25 manner or form, directly or indirectly, to any person or entity, except potential Settlement Class
26 Members and as shall be contractually required to effectuate the terms of the Settlement. For the
27 avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases,
28 communicate with, or respond to any media or publication entities, publish information in manner

1 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
2 video, recording, website or social media post, or any other medium, with any person or entity
3 concerning the Settlement, including the fact of the settlement, its terms or contents and the
4 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
5 terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove
6 adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in
7 this action and the venue/case number of this action (but not any other settlement details) for such
8 purposes.


9 **45. Notice of Settlement to LWDA.**

10 Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce
11 Development Agency (“LWDA”) as required by Labor Code Section 2699(1)(2) at the same time
12 that it is submitted to the Court for preliminary approval.

13 WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and
14 Defendant has executed this Agreement as of the dates set forth below.

15 **IT IS SO AGREED:**

16
17 Dated: 9/16/2023

By:  _____
GAE18EE465D17E...

18 Mark D. Taft

19
20 Dated: _____

By: _____

21 SALADINO’S, INC.

22 **APPROVED AS TO FORM:**

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1 or form, whether printed or electronic, on any medium or otherwise communicate, whether by print,
2 video, recording, website or social media post, or any other medium, with any person or entity
3 concerning the Settlement, including the fact of the settlement, its terms or contents and the
4 negotiations underlying the Settlement, except as shall be contractually required to effectuate the
5 terms of the Settlement. However, for the limited purpose of allowing Class Counsel to prove
6 adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in
7 this action and the venue/case number of this action (but not any other settlement details) for such
8 purposes.


9 **45. Notice of Settlement to LWDA.**

10 Plaintiff will provide submit this Agreement and proposed settlement to the Labor Workforce
11 Development Agency (“LWDA”) as required by Labor Code Section 2699(1)(2) at the same time
12 that it is submitted to the Court for preliminary approval.

13 WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and
14 Defendant has executed this Agreement as of the dates set forth below.

15 **IT IS SO AGREED:**

16
17 Dated: _____ By: _____
18 Mark D. Taft

19
20 Dated: 9/18/2023 By: 
21 SALADINO’S, INC.

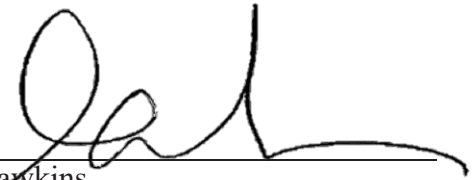
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DATED:

JAMES HAWKINS APLC

By: 
James Hawkins,
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary

Attorneys for Plaintiff and Proposed Class

DATED:

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: /s/ _____
Christina C. Tillman
Ella A. Moberg

Attorneys for Defendant
SALADINO'S, INC.

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DATED:


JAMES HAWKINS APLC

By: /s/
James Hawkins,
Gregory Mauro
Michael Calvo
Lauren Falk
Ava Issary

Attorneys for Plaintiff and Proposed Class

DATED: September 18, 2023

MCCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

By: /s/ 
Christina C. Tillman
Ella A. Moberg

Attorneys for Defendant
SALADINO'S, INC.