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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF HUMBOLDT**
10

11 AERIN MONROE, individually, and on behalf of
12 all others similarly situated, and on behalf of other
13 aggrieved employees pursuant to the California
Private Attorney General Act;

14 Plaintiff,

15 v.

16 TABLE BLUFF BREWING, INC. DBA LOST
17 COAST BREWERY & CAFE, a California
18 corporation; and DOES 1 through 10, inclusive,

19 Defendants.
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Case No.: CV2401291

Assigned for All Purposes to:
Hon. Timothy Canning, Dept. 4

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
CLASS NOTICE**

Complaint Filed: July 2, 2024
FAC Filed: October 25, 2024
Trial Date: None Set

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
3 Plaintiff AERIN MONROE (“Plaintiff”) and Defendant TABLE BLUFF BREWING, INC. DBA LOST
4 COAST BREWERY & CAFE (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively
5 as “Parties,” or individually as “Party.”
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7 **1. DEFINITIONS.**

- 8 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
9 Defendant captioned *Monroe v. Table Bluff Brewing, Inc. dba Lost Coast Brewery*
10 & *Cafe*, Case No. CV2401291 initiated on July 2, 2024, pending in Superior Court
11 of the State of California, County of Humboldt.
- 12 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the
13 Parties have agreed to appoint to administer the Settlement.
- 14 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
15 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
16 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
17 Preliminary Approval of the Settlement.
- 18 1.4. “Aggrieved Employee” means all persons who worked for Defendant in California as an
19 hourly paid, non-exempt employee during the PAGA Period.
- 20 1.5. “Class” or “Class Members” means all persons who worked for Defendant in
21 California as an hourly paid, non-exempt employee during the Class Period.
- 22 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 23 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
24 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
25 expenses, respectively, incurred to prosecute the Action.
- 26 1.8. “Class Data” means Class Member identifying information in Defendant’s possession
27 including the Class Member’s name, last-known mailing address, Social Security number,
28 and number of Class Period Workweeks and PAGA Pay Periods.

- 1 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
2 Participating Class Member or Non-Participating Class Member (including a Non-
3 Participating Class Member who qualifies as an Aggrieved Employee).
- 4 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
5 current Class Member mailing addresses using all reasonably available sources, methods
6 and means including, but not limited to, the National Change of Address database, skip
7 traces, and direct contact by the Administrator with Class Members.
- 8 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
9 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed
10 to Class Members in English and Spanish in the form, without material variation, attached
11 as **Exhibit A** and incorporated by reference into this Agreement.
- 12 1.12. “Class Period” means the period from July 2, 2020 through July 20, 2025, or the date upon
13 which the Court grants preliminary approval of this Settlement, or as modified pursuant to
14 Paragraph 8 of the Agreement, whichever is earliest.
- 15 1.13. “Class Representative” means the named Plaintiff Aerin Monroe in the operative complaint
16 in the Action seeking Court approval to serve as a Class Representative for settlement
17 purposes only.
- 18 1.14. “Class Representative Service Payment” means the payment to the Class Representative for
19 initiating the Action and providing services in support of the Action.
- 20 1.15. “Court” means the Superior Court of California, County of Humboldt.
- 21 1.16. “Defendant” means named Defendant TABLE BLUFF BREWING, INC. DBA LOST
22 COAST BREWERY & CAFE.
- 23 1.17. “Defense Counsel” means GORDON REES SCULLY MANSUKHANI, LLP.
- 24 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court
25 enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
26 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if
27 no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
28 (b) if one or more Participating Class Members objects to the Settlement, the day after the

1 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
2 Judgment is filed, the day after the appellate court affirms the Judgment and issues a
3 remittitur.

4 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

5 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
6 the Settlement.

7 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval
8 of the Settlement.

9 1.22. “Gross Settlement Amount” means **Two Hundred Eighty-Five Thousand Dollars and**
10 **Zero Cents (\$285,000.00)** which is the total amount Defendant agrees to pay under the
11 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be
12 used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
13 Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service
14 Payment and the Administrator’s Expenses.

15 1.23. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net
16 Settlement Amount calculated according to the number of Workweeks worked during the
17 Class Period.

18 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the
19 PAGA Penalties calculated according to the number of PAGA Pay Periods worked during
20 the PAGA Period.

21 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

22 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency
23 entitled, under Labor Code § 2699(i).

24 1.27. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under
25 Labor Code § 2699(m).

26 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments
27 in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class

1 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The
2 remainder is to be paid to Participating Class Members as Individual Class Payments.

3 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement
4 by sending the Administrator a valid and timely Request for Exclusion.

5 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked
6 for Defendant for at least one day during the PAGA Period.

7 1.31. “PAGA Period” means the period from July 1, 2023 through July 20, 2025, or the date upon
8 which the Court grants preliminary approval of this Settlement, or as modified pursuant to
9 Paragraph 8 of the Agreement, whichever is earliest.

10 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

11 1.33. “PAGA Notice” means Plaintiff’s July 1, 2024 letter to Defendant and the LWDA providing
12 notice pursuant to Labor Code § 2699.3(a).

13 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross
14 Settlement Amount, which will be \$25,000.00, allocated 35% to the Aggrieved Employees
15 (\$8,750.00) and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.

16 1.35. “Participating Class Member” means a Class Member who does not submit a valid and
17 timely Request for Exclusion from the Settlement.

18 1.36. “Plaintiff” means AERIN MONROE, the named plaintiff in the Action.

19 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
20 Settlement.

21 1.38. “Released Class Claims” means the claims being released by all Participating Class
22 Members as described in Paragraph 5.2 below.

23 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3
24 below.

25 1.40. “Released Parties” means: Defendant, Barbara Groom, and Defendant’s respective agents,
26 officers, employees, directors, owners, subsidiaries, DBA’s, affiliates and parent companies.

27 1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be
28 excluded from the Class Settlement signed by the Class Member.

1 1.42. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
2 Class Members and Aggrieved Employees and shall be the last date on which Class
3 Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b)
4 fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice
5 Packets are resent after having been returned undeliverable to the Administrator shall have
6 an additional 14 calendar days beyond the Response Deadline has expired to submit
7 Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the
8 Workweeks allocated to them as a part of the Settlement.

9 1.43. “Settlement” means the disposition of the Action effected by this Agreement and the
10 Judgment.

11 1.44. “Workweek” means any week during which a Class Member worked for Defendant for at
12 least one day, during the Class Period.

13 **2. RECITALS.**

14 2.1. On July 2, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of
15 action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay
16 Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation);
17 (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods); (4) Violation of Labor Code
18 § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation of Labor Code § 2802 (Failure to
19 Indemnify Necessary Business Expenses); (6) Violation of Labor Code §§ 201-203 (Failure to Timely Pay
20 Final Wages at Termination); and (7) Violation of Labor Code § 226 (Failure to Provide Accurate Itemized
21 Wage Statements); (8) Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices). On
22 October 25, 2024, Plaintiff filed a First Amended Complaint adding a cause of action for Civil Penalties
23 Under PAGA [Cal. Lab. Code §§ 2699, et seq.]. The First Amended Complaint is the operative complaint
24 in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint and
25 in the PAGA Notice, denies any failure to comply with the laws identified in in the Operative Complaint
26 and/or the PAGA Notice, and denies any and all liability for the causes of action alleged.

27 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
28 the LWDA by sending the PAGA Notice on July 1, 2024.

1 2.3. On March 6, 2025, the Parties participated in an all-day mediation presided over by Steve
2 Pearl, Esq. and reached an agreement to settle the Action.

3 2.4. Prior to the mediation, Plaintiff obtained, through informal discovery, documents, data, and
4 information necessary to evaluate the claims in the Action, including a 30% sampling of pay and time
5 records for the Class. Plaintiff's investigation was sufficient to satisfy the criteria for Court approval set
6 forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal. App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker*
7 *Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) ("*Dunk/Kullar*").

8 2.5. The Court has not granted class certification.

9 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
10 other pending class action asserting claims that will be extinguished or affected by the Settlement.

11 **3. MONETARY TERMS.**

12 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant
13 promises to pay a maximum of \$285,000.00 as the Gross Settlement Amount, and to separately pay any and
14 all employer-side payroll taxes owed on the Wage Portion of each Individual Class Payment. Defendant has
15 no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
16 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
17 without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a
18 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
20 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
21 Approval:

22 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
23 more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
24 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
25 will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
26 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
27 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
28 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The

1 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
2 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
3 Representative Service Payment, and agrees to indemnify the Released Parties and hold them
4 harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other
5 actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the Class
6 Representative Service Payment.

7 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 38% of the Gross
8 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$20,000.00.
9 Defendant will not oppose requests for these payments. Plaintiff will seek Court approval for the
10 Class Counsel Fees Payment and the Class Litigation Expenses Payment in the Final Approval
11 Motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
12 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
13 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
14 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
15 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
16 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
17 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
18 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant
19 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest
20 or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on
21 these Payments or from any dispute or controversy regarding any division or sharing of any of these
22 Payments.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$7,750 except
24 upon a showing of good cause and as approved by the Court. To the extent the Administration
25 Expenses are less than, or the Court approves payment less than this amount, the Administrator will
26 retain the remainder in the Net Settlement Amount. Apex Class Action Administration has been
27 selected as the Administrator, based upon its "not to exceed" bid of \$7,750.00.

28 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)

1 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
2 Class Members during the Class Period and (b) multiplying the result by each Participating Class
3 Member's Workweeks.

4 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating
5 Class Member's Individual Class Payment will be allocated to settlement of
6 wage claims (the "Wage Portion"). The Wage Portion of each Individual
7 Class Payment is subject to tax withholding and will be reported on an IRS
8 W-2 Form. The 90% of each Participating Class Member's Individual Class
9 Payment will be allocated to settlement of claims for interest and penalties
10 (the "Non-Wage Portion"). The Non-Wage Portion of each Individual Class
11 Payment is not subject to wage withholdings and will be reported on IRS
12 1099 Forms. Participating Class Members assume full responsibility and
13 liability for any taxes owed on their Individual Class Payments and agree to
14 indemnify the Released Parties and hold them harmless for any
15 responsibility, liability, claim, complaint, damages, penalties, interest or any
16 other actual or potential damages arising from Participating Class Members'
17 obligations to pay taxes owed on these Payments.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for
22 distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 be
24 paid from the Gross Settlement Amount, with 65% (\$16,250.00) allocated to the LWDA PAGA Payment
25 and 35% (\$8,750.00) allocated to Individual PAGA Payments.

26 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
27 dividing the amount of the Aggrieved Employees' 35% share of PAGA
28 Penalties (\$8,750) by the total number of PAGA Period Pay Periods worked

1 by all Aggrieved Employees during the PAGA Period and (b) multiplying
2 the result by each Aggrieved Employee's PAGA Period Pay Periods.
3 Aggrieved Employees assume full responsibility and liability for any taxes
4 owed on their Individual PAGA Payments and agree to indemnify
5 Defendant and hold it harmless for any responsibility, liability, claim,
6 complaint, damages, penalties, interest or any other actual or potential
7 damages arising from Participating Class Members' obligations to pay taxes
8 owed on these Payments.

9 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the
10 Administrator will allocate the remainder to the Net Settlement Amount. The
11 Administrator will report the Individual PAGA Payments on the appropriate
12 IRS 1099 Forms.

13 **4. SETTLEMENT FUNDING AND PAYMENTS.**

14 4.1. Class Workweeks and Aggrieved Employee Pay Periods. As of March 6, 2025, the number
15 of Workweeks worked by the estimated 235 class members during the Class Period is estimated to be
16 12,313.

17 4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of
18 the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel
19 spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in
20 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict
21 access to the Class Data to Administrator employees who need access to the Class Data to effect and perform
22 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel
23 if it discovers that the Class Data omitted class member identifying information and to provide corrected or
24 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which
25 Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously
26 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted
27 Class Data.

28 4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount,

1 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
2 of the Gross Settlement Amount by transmitting the funds to the Administrator in the following two
3 installments: one-half (1/2) of the Gross Settlement Amount within 90 days of the Effective Date
4 (installment 1) and the remainder of the Gross Settlement Amount within 120 days of the date upon which
5 Defendant funds the first Installment (Installment 2).

6 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after each date on
7 which Defendant funds the settlement as provided for in Paragraph 4.3, the Administrator will mail checks
8 for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
9 Administration Expenses Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
10 Litigation Expenses Payment, LWDA PAGA Payment and the Class Representative Service Payment shall
11 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

12 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
13 Individual PAGA Payments and send them to the Class Members via First Class
14 U.S. Mail, postage prepaid. The face of each check shall prominently state the date
15 when the check will be voided, which date shall be one hundred eighty (180) days
16 after the date of mailing. The Administrator will cancel all checks not cashed by the
17 void date. The Administrator will send checks for Individual Settlement Payments
18 to all Participating Class Members (including those for whom Class Notice was
19 returned undelivered). The Administrator will send checks for Individual PAGA
20 Payments to all Aggrieved Employees including Non-Participating Class Members
21 who qualify as Aggrieved Employees (including those for whom Class Notice was
22 returned undelivered). The Administrator may send Participating Class Members a
23 single check combining the Individual Class Payment and the Individual PAGA
24 Payment. Before mailing any checks, the Settlement Administrator must update the
25 recipients' mailing addresses using the National Change of Address Database.

26 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
27 Members whose checks are returned undelivered without USPS forwarding address.
28 Within seven (7) days of receiving a returned check the Administrator must re-mail

1 checks to the USPS forwarding address provided or to an address ascertained
2 through the Class Member Address Search. The Administrator need not take further
3 steps to deliver checks to Class Members whose re-mailed checks are returned as
4 undelivered. The Administrator shall promptly send a replacement check to any
5 Class Member whose original check was lost or misplaced, requested by the Class
6 Member prior to the void date.

7 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
8 Payment check is uncashed and cancelled after the void date, the Administrator shall
9 transmit the funds represented by such checks to the California Controller's
10 Unclaimed Property Fund in the name of the Class Member thereby leaving no
11 "unpaid residue" subject to the requirements of California Code of Civil Procedure
12 § 384(b).

13 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
14 not obligate Defendant to confer any additional benefits or make any additional
15 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
16 specified in this Agreement.

17 **5. RELEASES OF CLAIMS.**

18 As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members will release
19 claims against all Released Parties as follows:

20 5.1. Plaintiff's Release.

21 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns
23 generally, release and discharge Released Parties from any and all of the claims,
24 whether known or unknown, suspected or unsuspected, contingent or non-
25 contingent, which now exist, or have existed, upon any theory of law or equity now
26 existing, including, but not limited to, conduct that is negligent, intentional, with or
27 without malice, or a breach of any duty, law or rule, without regard to the subsequent
28 discovery or existence of such different or additional facts. Additionally, Plaintiff

1 releases the Released Parties of all claims, charges, complaints, liens, demands,
2 causes of action, obligations, damages and liabilities, known or suspected, arising
3 from their employment with the Defendant, including, without limitation: (1) the
4 Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair
5 Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973;
6 (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including
7 the Equal Pay Act); (7) the California and the United States Constitution; (8) the
8 California Labor Code; (9) the Family and Medical Leave Act; (10) the California
9 Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act;
10 (12) the Employee Retirement Income Security Act; (13) the Immigration Reform
11 and Control Act; (14) the California Business and Professions Code, sections 17200,
12 et seq.; (15) the California Government Code; and (16) the California Wage Orders
13 (collectively “Claim” or “Claims”) which Plaintiff now has, owns or holds, or claims
14 to have, own or hold, or which Plaintiff at any time had, owned or held, or claimed
15 to have, own or hold against any of the Released Parties up to and including, as of
16 the final approval of this Settlement Agreement. (Everything released based on the
17 above as well as everything released as part of the Released Class Claims discussed
18 below will be referred to as “Plaintiff’s Release.”) Plaintiff’s Release does not
19 extend to any claims or actions to enforce this Agreement, or to any claims for vested
20 benefits, unemployment benefits, disability benefits, social security benefits,
21 workers’ compensation benefits that arose at any time. Plaintiff acknowledges that
22 Plaintiff may discover facts or law different from, or in addition to, the facts or law
23 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s
24 Release shall be and remain effective in all respects, notwithstanding such different
25 or additional facts or Plaintiff’s discovery of them.

26 5.1.2. Plaintiff’s Waiver of Rights Under California Civil Code § 1542. For purposes of
27 Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights,
28 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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

6 5.2. Release by Participating Class Members: All Participating Class Members, on behalf of
7 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns, release the Released Parties from all claims that occurred during the Class Period
9 and were alleged, or reasonably could have been alleged, based on the facts stated in the Operative
10 Complaint (“Released Class Claims”). The Released Class Claims include, without limitation, violations of
11 Labor Code sections 201, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174,
12 1174.5 1182.12, 1194, 1194.2, 1197, 1198 and 2802; applicable IWC Wage Orders, and Business &
13 Professions Code section 17200, et. seq, and all other claims, such as those under the California Labor Code,
14 Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts
15 asserted in the Action, including: (1) failure to timely pay employees upon separation or discharge; (2)
16 failure to pay all wages due and owing for time worked; (3) failure to reimburse necessary business
17 expenditures, (4) failure to provide meal or rest periods of compensation in lieu thereof, (5) failure to provide
18 accurate itemized wage statement, (6) all related violations of the applicable Wage Orders; (7) all related
19 violations of California’s unfair competition law; and (8) interest, fees, and costs. The enumeration of these
20 specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were
21 asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged
22 in any Complaint on file in the Action. If Participating Class Members are also Aggrieved Employees, they
23 also hereby release the Released Parties, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all claims for
25 civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor
26 Code section 2698, *et seq.*, for work performed during the PAGA Period and based on or arising out of the
27 alleged violations of the Labor Code sections alleged in Plaintiff’s Notice letter to the LWDA. Participating
28 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.

1 5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-
2 Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves
3 and their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
4 and assigns, the Released Parties, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all claims for
6 civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor
7 Code section 2698, *et seq.*, for work performed during the PAGA Period and based on or arising out of the
8 alleged violations of the Labor Code sections alleged in Plaintiff’s Notice letter to the LWDA, attached
9 hereto as **Exhibit B**, including without limitation claims of alleged violations of Labor Code sections 201,
10 202, 203, 204, 210, 216, 223, 225.5, 226, 226.3, 226.7, 500, 510, 512, 558, 1174, 1174.5 1182.12, 1194,
11 1194.2, 1197, 1198 and 2802; as well as any applicable IWC Wage Orders.

12 **6. MOTION FOR PRELIMINARY APPROVAL.**

13 Plaintiff shall prepare and file a motion for preliminary approval (“Motion for Preliminary
14 Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

15 6.1. Defendant’s Declaration in Support of Preliminary Approval. Within seven (7) days of the
16 full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration
17 from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the
18 Administrator that Defendant or Defense Counsel may have. If ordered by the Court, Defendant shall
19 provide a declaration regarding its inability to pay for a settlement that is more than the Maximum Settlement
20 Amount and its need for a payment plan. The declaration shall contain sufficient information for the Court
21 to determine whether the financial discount and payment plan provided herein is justified. Any such
22 submission shall be filed under seal and Plaintiff shall not oppose such a designation. In this Declaration,
23 Defense Counsel shall aver that they are not aware of any other pending class action asserting claims that
24 will be extinguished or adversely affected by the Settlement.

25 6.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
26 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
27 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement
28 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii)

1 a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft
2 proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for
3 administering the Settlement and attesting to its willingness to serve; competency; operative procedures for
4 protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of
5 funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class
6 Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
7 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and
8 disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the
9 Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent
10 the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice
11 of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement
12 (Labor Code § 2699(l)(2)) and (vi) all facts relevant to any actual or potential conflict of interest with Class
13 Members, the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not
14 aware of any other pending matter or action asserting claims that will be extinguished or adversely affected
15 by the Settlement.

16 6.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for
17 expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after
18 the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
19 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
20 Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

21 6.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
22 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
23 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and
24 in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions
25 Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will
26 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
27 to modify the Agreement and otherwise satisfy the Court’s concerns.
28

1 **7. SETTLEMENT ADMINISTRATION.**

2 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
3 Administration (“Apex”) to serve as the Administrator and verified that, as a condition of appointment, Apex
4 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
5 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they
6 have no interest or relationship, financial or otherwise, with the Administrator other than a professional
7 relationship arising out of prior experiences administering settlements.

8 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
9 Identification Number for purposes of calculating payroll tax withholdings and providing reports state and
10 federal tax authorities.

11 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

13 7.4. Notice to Class Members.

14 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
15 shall notify Class Counsel that the list has been received and state the number of
16 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class
17 Data.

18 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
19 (14) days after receiving the Class Data, the Administrator will send to all Class
20 Members identified in the Class Data, via first-class United States Postal Service
21 (“USPS”) mail, the Class Notice (with Spanish translation) substantially in the form
22 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
23 prominently estimate the dollar amounts of any Individual Class Payment and/or
24 Individual PAGA Payment payable to the Class Member, and the number of
25 Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
26 Class Notices, the Administrator shall update Class Member addresses using the
27 National Change of Address database.

28 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class

1 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
2 Class Notice using any forwarding address provided by the USPS. If the USPS does
3 not provide a forwarding address, the Administrator shall conduct a Class Member
4 Address Search, and re-mail the Class Notice to the most current address obtained.
5 The Administrator has no obligation to make further attempts to locate or send Class
6 Notice to Class Members whose Class Notice is returned by the USPS a second time.

7 7.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks
8 and/or Pay Periods, and Requests for Exclusion will be extended an additional
9 fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class
10 Notice for all Class Members whose notice is re-mailed. The Administrator will
11 inform the Class Member of the extended deadline with the re-mailed Class Notice.

12 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
13 discovers any persons who believe they should have been included in the Class Data
14 and should have received Class Notice, the Parties will expeditiously meet and
15 confer in person or by telephone, and in good faith in an effort to agree on whether
16 to include them as Class Members. If the Parties agree, such persons will be Class
17 Members entitled to the same rights as other Class Members, and the Administrator
18 will send, via email or overnight delivery, a Class Notice requiring them to exercise
19 options under this Agreement not later than fourteen (14) days after receipt of Class
20 Notice, or the deadline dates in the Class Notice, which ever are later.

21 7.5. Requests for Exclusion (Opt-Outs).

22 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
23 Settlement must send the Administrator, by fax, email, or mail, a signed written
24 Request for Exclusion not later than forty-five (45) days after the Administrator
25 mails the Class Notice or as otherwise extended for re-mailed Class Notices as
26 described herein. A Request for Exclusion is a letter from a Class Member or his/her
27 representative that reasonably communicates the Class Member's election to be
28 excluded from the Settlement and includes the Class Member's name, address and

1 email address or telephone number. To be valid, a Request for Exclusion must be
2 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
3 for re-mailed Class Notices as described herein.

4 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
5 to contain all the information specified in the Class Notice. The Administrator shall
6 accept any Request for Exclusion as valid if the Administrator can reasonably
7 ascertain the identity of the person as a Class Member and the Class Member's desire
8 to be excluded. The Administrator's determination shall be final and not appealable
9 or otherwise susceptible to challenge. If the Administrator has reason to question
10 the authenticity of a Request for Exclusion, the Administrator may demand
11 additional proof of the Class Member's identity. The Administrator's determination
12 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

13 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
14 is deemed to be a Participating Class Member under this Agreement, entitled to all
15 benefits and bound by all terms and conditions of the Settlement, including the
16 Participating Class Members' Releases under Paragraphs 5.2 of this Agreement,
17 regardless whether the Participating Class Member actually receives the Class
18 Notice or objects to the Settlement.

19 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
20 Non-Participating Class Member and shall not receive an Individual Class Payment
21 or have the right to object to the class action components of the Settlement. Because
22 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
23 Non-Participating Class Members who are Aggrieved Employees are deemed to
24 release the claims identified in Paragraph 5.3 of this Agreement and are eligible for
25 an Individual PAGA Payment.

26 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
27 days after the Administrator mails the Class Notice, or as otherwise extended for re-mailed
28 Class Notices as described herein, to challenge the number of Workweeks and PAGA Pay

1 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
2 challenge the allocation by communicating with the Administrator via fax, email or mail.
3 The Administrator must encourage the challenging Class Member to submit supporting
4 documentation. In the absence of any contrary documentation, the Administrator is entitled
5 to presume that the Workweeks contained in the Class Notice are correct so long as they are
6 consistent with the Class Data. The Administrator's determination of each Class Member's
7 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
8 susceptible to challenge. The Administrator shall promptly provide copies of all challenges
9 to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and
10 the Administrator's determination the challenges.

11 **7.7. Objections to Settlement.**

12 7.7.1. Only Participating Class Members may object to the class action components of the
13 Settlement and/or this Agreement, including contesting the fairness of the
14 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
15 Counsel Litigation Expenses Payment and/or Class Representative Service
16 Payment.

17 7.7.2. Participating Class Members may send written objections to the Administrator, by
18 fax, email, or mail. In the alternative, Participating Class Members may appear in
19 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
20 Approval Hearing. A Participating Class Member who elects to send a written
21 objection to the Administrator must do so not later than the Response Deadline, or
22 as otherwise extended for re-mailed Class Notices as described herein.

23 7.7.3. Non-Participating Class Members have no right to object to any of the class action
24 components of the Settlement.

25 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
26 Employees have no right to object to or intervene in any of the PAGA components
27 of the Settlement.

28 **7.8. Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be

1 performed or observed by the Administrator contained in this Agreement or otherwise.

2 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
3 information of interest to Class Members including the date, time and location for
4 the Final Approval Hearing and copies of the Settlement Agreement, the Class
5 Notice, the Final Approval and the Judgment on the Administrator’s website. The
6 Administrator will also maintain and monitor an email address and a toll-free
7 telephone number to receive Class Member calls, faxes and emails.

8 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
9 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
10 Not later than five (5) days after the expiration of the deadline for submitting
11 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
12 Defense Counsel containing (a) the names and other identifying information of Class
13 Members who have timely submitted valid Requests for Exclusion (“Exclusion
14 List”); (b) the names and other identifying information of Class Members who have
15 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion
16 from Settlement submitted (whether valid or invalid).

17 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
18 to Class Counsel and Defense Counsel that, among other things, tally the number of:
19 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
20 Exclusion (whether valid or invalid) received, objections received, challenges to
21 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
22 Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
23 The Weekly Reports must include provide the Administrator’s assessment of the
24 validity of Requests for Exclusion and attach copies of all Requests for Exclusion
25 and objections received.

26 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
27 address and make final decisions consistent with the terms of this Agreement on all
28 Class Member challenges over the calculation of Workweeks and/or Pay Periods.

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

3 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
4 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
5 the Administrator will provide to Class Counsel and Defense Counsel, a signed
6 declaration suitable for filing in Court attesting to its due diligence and compliance
7 with all of its obligations under this Agreement, including, but not limited to, its
8 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
9 Class Notices, attempts to locate Class Members, the total number of Requests for
10 Exclusion from Settlement it received (both valid or invalid), the number of written
11 objections and attach the Exclusion List. The Administrator will supplement its
12 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
13 responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
15 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
16 will provide Class Counsel and Defense Counsel with a final report detailing its
17 disbursements by employee identification number only of all payments made under
18 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
19 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
20 signed declaration suitable for filing in Court attesting to its disbursement of all
21 payments required under this Agreement. Class Counsel is responsible for filing the
22 Administrator's declaration in Court.

23 **8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.**

24 Based on its records, Defendant estimates that, as of March 6, 2025, the number of Workweeks
25 during the Class Period is estimated to be 12,313. The Parties have stipulated to a 10% escalation of the
26 estimated Workweeks in the final Workweeks' count at the end of the Class Period without any increase to
27 the Gross Settlement Amount. If the number of actual Workweeks during the Class Period exceeds this 10%
28 cushion above the estimated workweek total of 12,313 (i.e., exceeds 13,544 workweeks), Defendant may

1 elect to either (1) purchase the additional workweeks above the 10% cushion (i.e. the weeks above the 13,544
2 total) at a pro rata rate, or (2) cut off the release period as of the date the 10% cushion is exhausted. If
3 Defendant elects Option (1) from the previous sentence, Defendant shall increase the Gross Settlement
4 Amount by a pro-rata dollar value equal to the number of Workweeks in excess of 13,544 workweeks. For
5 example, if there is a 1% increase over the 10% cushion, then the GSA increases by 1%. Defendant shall
6 provide the estimated Workweeks total for the entire Class Period, or through the date that falls five (5) days
7 prior to filing preliminary approval motion, whichever date is earlier, to Plaintiff's counsel five (5) days
8 prior to filing a motion for preliminary approval of this settlement for determining the exact release period
9 for court approval in case the escalator clause is triggered.

10 **9. RIGHT TO WITHDRAW**

11 If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent
12 (5%) of the total of all Class Members, either Plaintiff or Defendant may, but are not obligated, to elect to
13 withdraw from the Settlement. The Parties agree that, if either Party withdraws pursuant to this Paragraph,
14 the Settlement shall be void *ab initio*, have no force or effect whatsoever, and neither Party will have any
15 further obligation to perform under this Agreement; provided, however, the Party electing to withdraw under
16 this Paragraph will be responsible for paying all Settlement Administration Expenses incurred to that point.
17 The Party electing to withdraw must notify opposing Counsel and/or Party and the Court of its election to
18 withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to the Parties;
19 late elections will have no effect.

20 **10. MOTION FOR FINAL APPROVAL.**

21 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
22 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA
23 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
24 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense
25 Counsel not later than five (5) days prior to filing the Motion for Final Approval. Class Counsel and Defense
26 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any
27 disagreements concerning the Motion for Final Approval.

28 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a

1 Participating Class Member, including the right to file responsive documents in Court no
2 later that five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
3 accepted by the Court.

4 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
5 on any material change to the Settlement (including, but not limited to, the scope of release
6 to be granted by Class Members), the Parties will expeditiously work together in good faith
7 to address the Court's concerns by revising the Agreement as necessary to obtain Final
8 Approval.

9 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
10 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
11 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
12 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

13 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
14 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
15 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
16 their respective counsel, and all Participating Class Members who did not object to the
17 Settlement as provided in this Agreement, waive all rights to appeal from the Judgment,
18 including all rights to post-judgment and appellate proceedings, the right to file motions to
19 vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of
20 appeal does not include any waiver of the right to oppose such motions, writs or appeals. If
21 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
22 will be suspended until such time as the appeal is finally resolved and the Judgment becomes
23 final, except as to matters that do not affect the amount of the Net Settlement Amount.

24 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
25 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
26 material modification of this Agreement (including, but not limited to, the scope of release
27 to be granted by Class Members), this Agreement shall be null and void. The Parties shall
28 nevertheless expeditiously work together in good faith to address the appellate court's

1 concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any
2 additional Administration Expenses reasonably incurred after remittitur. An appellate
3 decision to vacate, reverse, or modify the Court's award of the Class Representative Service
4 Payment or any payments to Class Counsel shall not constitute a material modification of
5 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount
6 remains unchanged.

7 **11. AMENDED JUDGMENT.**

8 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
9 together in good faith to jointly submit and a proposed amended judgment.

10 **12. ADDITIONAL PROVISIONS.**

11 12.1. No Admission of Liability, Class Certification or Representative Manageability for Other
12 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
13 this Agreement is intended or should be construed as an admission by Defendant that any of the allegations
14 in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should
15 it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit.
16 The Parties agree that class certification and representative treatment is for purposes of this Settlement only.
17 If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
18 Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all
19 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification
20 on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties'
21 willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any
22 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

23 12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
24 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
25 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
26 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
27 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
28 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement

1 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
2 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
3 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
4 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
5 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with third party regarding
7 this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was
8 resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with
9 Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

10 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
11 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
12 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate
13 with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

14 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
16 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or
17 by any Party.

18 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action
20 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
21 execute any other documents reasonably required to effectuate the terms of this Agreement including any
22 amendments to this Agreement.

23 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
24 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
25 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
26 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
27 to implement the Settlement, or on any modification of the Agreement that may become necessary to
28 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

1 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
2 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
3 person or entity and portion of any liability, claim, demand, action, cause of action, or right released and
4 discharged by the Party in this Settlement.

5 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
6 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
7 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
8 or otherwise.

9 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
10 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
11 approved by the Court.

12 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
13 benefit of, the successors of each of the Parties.

14 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
15 governed by and interpreted according to the internal laws of the state of California, without regard to
16 conflict of law principles.

17 12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
18 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
19 drafter or participated in the drafting.

20 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
21 during Action and in this Agreement relating to the confidentiality of information shall survive the execution
22 of this Agreement.

23 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
24 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
25 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
26 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
27 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
28 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all

1 Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
2 Defendant.

3 12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
4 for convenience of reference only and does not constitute a part of this Agreement.

5 12.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
6 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
7 legal holiday, such date or deadline shall be on the first business day thereafter.

8 12.17. Notice. All notices, demands or other communications between the Parties in connection
9 with this Agreement will be in writing and deemed to have been duly given as of the third business day after
10 mailing by United States mail, or the day sent by email or messenger, addressed as follows:

11 To Plaintiff:

12 Seung L. Yang
13 seung.yang@thesentinel.com
14 Tiffany Hyun
15 tiffany.hyun@thesentinel.com
16 **THE SENTINEL FIRM, APC**
17 355 S Grand Ave. Suite 1450
18 Los Angeles, California 90071
19 Telephone: (213) 985-1150
20 Facsimile: (213) 985-2155

21 To Defendant:

22 Mollie M. Burks
23 mburks@grsm.com
24 Richard D. Lambert
25 rdlambert@grsm.com
26 **GORDON REES SCULLY MANSUKHANI, LLP**
27 315 Pacific Ave.
28 San Francisco, California 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054

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

1 12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation
2 shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the
3 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial
4 under CCP section 583.310 for the entire period of this settlement process.

5
6 **[SIGNATURES ON NEXT PAGE]**
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1 **IT IS SO AGREED.**

2
3 **Plaintiff & Class Representative:**

Aerin Monroe

4 Dated: 06 / 10 / 2025

By: _____
AERIN MONROE

5
6 **Plaintiff's Counsel:**

7 Dated: June 10, 2025 _____

THE SENTINEL FIRM, APC

8
9 By: _____
SY

10 Seung L. Yang
Tiffany Hyun

11 Attorneys for Plaintiff AERIN MONROE

12
13 **Defendant:**

14 Dated: 6/17/2025

15 **TABLE BLUFF BREWING, INC. DBA
LOST COAST BREWERY & CAFE**

16 By: **Barbara Groom** _____

17 Print Name
Barbara Groom

18 Signature

19 **President**

20 Title

21 **Defendant's Counsel:**

22 Dated: 6/17/2025

23 **GORDON REES SCULLY MANSUKHANI, LLP**

24 By: _____
R

25 Mollie M. Burks
Richard D. Lambert

26 Attorneys for Defendant
27 **TABLE BLUFF BREWING, INC. DBA
LOST COAST BREWERY & CAFE**