

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Ivorya Geneve (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Mikuni Restaurant Group, Inc. (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

**RECITALS**

1. On August 18, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

2. On October 26, 2023, Plaintiff filed a Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, *Et Seq.* (“PAGA Complaint”) in the action entitled *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court Case No. C23-02732, thereby commencing a putative representative PAGA action against Defendant (“PAGA Action”). The PAGA Complaint alleges a single cause of action for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the same California Labor Code violations alleged in the Class Action Complaint (defined below).

3. On February 16, 2024, Plaintiff filed a Class Action Complaint for Damages (“Class Action Complaint”) in the action entitled *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court Case No. C24-00427, thereby commencing a putative class action against Defendant (“Class Action”). The Class Action Complaint alleges ten (10) causes of action for violations of the California Labor Code for: (1) failure to pay minimum wages, (2) failure to pay

1 overtime wages, (3) failure to provide compliant meal periods and premium payments in lieu thereof,  
2 (4) failure to provide compliant rest periods and premiums payments in lieu thereof, (5) failure to  
3 timely pay wages during employment, (6) failure to provide compliant wage statements, (7)  
4 conversion, (8) failure to timely pay wages upon termination, (9) failure to reimburse necessary  
5 business expenses, and (10) for violations of California Business & Professions Code Section 17200,  
6 *et seq.* based on the aforementioned California Labor Code violations.

7 4. The PAGA Letter, the Class Action, and the PAGA Action shall collectively be referred  
8 to herein as the “Action.”

9 5. Defendant denies all material allegations set forth in the Action and has asserted  
10 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,  
11 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and  
12 Released PAGA Claims (as defined herein).

13 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,  
14 including any and all applicable defenses and the applicable law. The investigation included, *inter*  
15 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.  
16 The Parties have engaged in sufficient formal and informal discovery and investigation to assess the  
17 relative merits of the claims and contentions of the Parties.

18 7. On July 3, 2024, the Parties participated in mediation with Chris Barnes (the  
19 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the  
20 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’  
21 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed  
22 and detailed analysis of Defendant’s potential liability and exposure in relation to the costs and risks  
23 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class  
24 Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in  
25 this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class  
26 Members, State of California, and PAGA Employees in light of all known facts and circumstances,  
27 including the risk of significant delay and uncertainty associated with litigation and various defenses  
28 asserted by Defendant.



1 g. "Class Settlement" means the settlement and resolution of all Released Class  
2 Claims.

3 h. "Court" means the Superior Court of the State of California for the County of  
4 Contra Costa.

5 i. "Defendant's Counsel" means Sumy Kim and Trenten N. Bilodeaux of  
6 O'Hagan Meyer, LLP.

7 j. "Effective Date" means the date when all of the following events have occurred:  
8 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant's  
9 Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been  
10 mailed to the Class Members, providing them with an opportunity to object to the terms of the Class  
11 Settlement or opt out of the Class Settlement; (4) the Court has had a Final Approval Hearing and  
12 entered a Final Approval Order and Judgment; (5) sixty-five calendar days have passed since the Court  
13 entered a Final Approval Order and Judgment; and (6) in the event there are written objections to the  
14 Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,  
15 the later of the following events: five business days after the period for filing any appeal, writ, or other  
16 appellate proceeding opposing the Court's Final Approval Order and Judgment has elapsed without  
17 any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or other  
18 appellate proceeding opposing the Court's Final Approval Order and Judgment has been filed, five  
19 business days after any appeal, writ, or other appellate proceedings opposing the Court's Final  
20 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further  
21 remedies or relief.

22 k. "Employer Taxes" means the employer's share of taxes and contributions in  
23 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant  
24 in addition to the Gross Settlement Amount.

25 l. "Enhancement Payment" means the amount to be paid to Plaintiff, in  
26 recognition of their effort and work in prosecuting the Action on behalf of Class Members and PAGA  
27 Employees, and general release of claims, as set forth in Paragraph 13.

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1 m. “Final Approval” means the determination by the Court that the Settlement is  
2 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

3 n. “Final Approval Hearing” means the hearing at which the Court will consider  
4 and determine whether the Settlement should be granted Final Approval.

5 o. “Final Approval Order and Judgment” means the order granting final approval  
6 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the  
7 Parties, and subject to approval by the Court.

8 p. “Gross Settlement Amount” means the amount of Two Million Two Hundred  
9 Fifty Thousand Dollars and Zero Cents (\$2,250,000.00) to be paid by Defendant in full satisfaction of  
10 the Action, Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees  
11 and Costs, Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net  
12 Settlement Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer  
13 Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is  
14 non-reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross  
15 Settlement Amount is subject to increase, as provided in Paragraph 16.

16 q. “Individual PAGA Payment” means the *pro rata* share of the PAGA Employee  
17 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be  
18 calculated in accordance with Paragraph 18.

19 r. “Individual Settlement Payment” means the net payment of each Settlement  
20 Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and  
21 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in  
22 Paragraph 17.

23 s. “Individual Settlement Share” means the *pro rata* share of the Net Settlement  
24 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated  
25 in accordance with Paragraph 17.

26 t. “LWDA Payment” means the amount of One Hundred Fifty Thousand Dollars  
27 and Zero Cents (\$150,000.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to  
28 the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

1           u.       “Net Settlement Amount” means the portion of the Gross Settlement Amount  
2 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount  
3 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and  
4 Settlement Administration Costs.

5           v.       “Notice of Objection” means a Settlement Class Member’s written objection to  
6 the Class Settlement, which must: (a) contain the case name and number of the Class Action; (b)  
7 contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of  
8 the objector’s Social Security number; (c) contain a written statement of all grounds for the objection  
9 accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other  
10 documents upon which the objection is based; and (e) be returned by mail to the Settlement  
11 Administrator at the specified address, postmarked on or before the Response Deadline.

12           w.       “PAGA Amount” means the allocation of Two Hundred Thousand Dollars and  
13 Zero Cents (\$200,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five  
14 percent (75%) of the PAGA Amount, or \$150,000.00, will be paid to the LWDA (i.e., the LWDA  
15 Payment) and the remaining twenty-five percent (25%), or \$50,000.00, will be distributed to the  
16 PAGA Employees (i.e., the PAGA Employee Amount).

17           x.       “PAGA Employees” means all individuals who are current or former non-  
18 exempt employees of Defendant, in the State of California during the PAGA Period.

19           y.       “PAGA Employee Amount” means the amount of Fifty Thousand Dollars and  
20 Zero Cents (\$50,000.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA Employees on a  
21 *pro rata* basis based on their Pay Periods.

22           z.       “PAGA Period” means the period from August 18, 2022, through October 31,  
23 2024.

24           aa.      “PAGA Settlement” means the settlement and resolution of all Released PAGA  
25 Claims.

26           bb.      “Pay Periods” means the number of pay periods each PAGA Employee was  
27 employed by Defendant as a non-exempt employee in California during the PAGA Period and  
28 received payment for work performed during each pay period, which will be calculated by the

1 Settlement Administrator by using the Class List provided by Defense Counsel containing the actual  
2 numbers of pay periods for each putative class member which qualify for inclusion and consideration  
3 under this Agreement based on the their timekeeping records or paystubs. Defendant represents and  
4 agrees that Workweeks will be calculated using the same methodology that was used to calculate Pay  
5 Periods at mediation.

6 cc. “Preliminary Approval” means the date on which the Court enters the  
7 Preliminary Approval Order.

8 dd. “Preliminary Approval Order” means the order granting preliminary approval  
9 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by  
10 the Court.

11 ee. “Released Class Claims” means any and all claims, debts, liabilities, demands,  
12 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which were  
13 alleged or which could have been alleged based on the factual allegations in the Class Action  
14 Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically  
15 include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant  
16 meal and rest periods and associated premium payments, timely pay wages during employment and  
17 upon termination, provide compliant wage statements, conversion, and reimburse necessary business-  
18 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7,  
19 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage  
20 Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith,  
21 California Business and Professions Code sections 17200, *et seq.*, and any other claims, including  
22 claims for statutory penalties, pertaining to the Class Members.

23 ff. “Released PAGA Claims” means any and all claims arising from any of the  
24 factual allegations in the PAGA Letter and the PAGA Complaint, arising during the PAGA Period,  
25 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections  
26 2698 *et seq.*, including all claims for attorneys’ fees and costs related thereto, for Defendant’s alleged  
27 failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated  
28 premium payments, timely pay wages during employment and upon termination, provide compliant

1 wage statements, maintain complete and accurate payroll records, and reimburse necessary business-  
2 related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7,  
3 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission  
4 Wage Orders.

5 gg. “Released Parties” means Defendant and its current and former officers,  
6 directors, members, insurers, shareholders, subsidiaries, affiliates, parent corporations, partners  
7 employees, agents, attorneys, licensees, lessors, insurers, reinsurers, employee benefit plans and plan  
8 fiduciaries, representatives, transferees, heirs, executors, predecessors, successors, and assigns.

9 hh. “Request for Exclusion” means a letter submitted by a Class Member indicating  
10 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number  
11 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and  
12 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class  
13 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the  
14 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

15 ii. “Response Deadline” means the deadline by which Class Members must submit  
16 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that  
17 is forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement  
18 Administrator to Class Members, unless the 45th day falls on a Sunday or Federal holiday, in which  
19 case the Response Deadline will be extended to the next day on which the United States Postal service  
20 is open. The Response Deadline may also be extended by express agreement between Class Counsel  
21 and Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the  
22 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the  
23 original Response Deadline.

24 jj. “Settlement Administrator” means Apex Class Action, LLC, or any other third-  
25 party class action settlement administrator agreed to by the Parties and approved by the Court for  
26 purposes of administering the Settlement. The Parties and their counsel each represent that they do  
27 not have any financial interest in the Settlement Administrator or otherwise have a relationship with  
28 the Settlement Administrator that could create a conflict of interest.

1 kk. "Settlement Administration Costs" means the costs payable from the Gross  
2 Settlement Amount to the Settlement Administrator for administering the Settlement, as set forth in  
3 Paragraph 15.

4 ll. "Settlement Class" or "Settlement Class Member(s)" means all Class Members  
5 who do not submit a timely and valid Request for Exclusion.

6 mm. "Workweeks" means the number of weeks worked by each Class Member  
7 employed by Defendant as a non-exempt employee in California during the Class Period, which will  
8 be calculated by the Settlement Administrator by utilizing the Class Data provided to the  
9 Administrator by Defense Counsel reflecting the actual Workweeks worked by each putative class  
10 member based on their timekeeping records or paystubs. Weeks shall mean to be Sunday at 12:00:01  
11 am and ends the following Saturday at midnight as defined in Defendant's written policies. Defendant  
12 further represents and agrees that Workweeks will be calculated using the same methodology that was  
13 used to calculate Workweeks at mediation.

14 nn. "Workweeks Dispute" means a letter submitted by a Class Member disputing  
15 the number of Workweeks and/or Pay Periods which have been credited to them, which must: (a)  
16 contain the case name and number of the Class Action; (b) contain the Class Member's full name,  
17 signature, address, telephone number, and the last four (4) digits of the Class Member's Social Security  
18 number; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods  
19 credited to the Class Member/PAGA Employee and what the Class Member/PAGA Employee  
20 contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the  
21 specified address, postmarked on or before the Response Deadline.

22 **CLASS CERTIFICATION**

23 10. For the purposes of this Settlement only, the Parties stipulate to the certification of the  
24 Class.

25 11. The Parties agree that certification for the purpose of settlement is not an admission  
26 that certification is proper under Section 382 of the California Code of Civil Procedure. Should, for  
27 whatever reason, the Court not grant Final Approval, the Parties' stipulation to class certification as  
28 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not

1 be admissible in connection with, the issue of whether or not certification would be inappropriate in a  
2 non-settlement context.

3 **TERMS OF THE AGREEMENT**

4 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set  
5 forth herein, the Parties agree, subject to the Court's approval, as follows:

6 12. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application  
7 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the  
8 Gross Settlement Amount (i.e., \$787,500.00 if the Gross Settlement Amount is \$2,250,000.00) and  
9 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement  
10 of the Action, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00),  
11 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all  
12 work performed and any and all costs incurred by Class Counsel in connection with the litigation of  
13 the Action, including without limitation all work performed and costs incurred to date, and all work  
14 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this  
15 Settlement Agreement, including any objections raised and any appeals necessitated by those  
16 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this  
17 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement  
18 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any  
19 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel  
20 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

21 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or  
22 motion by Plaintiff for an Enhancement Payment in the amount up to Ten Thousand Dollars and Zero  
23 Cents (\$10,000.00). The Enhancement Payment, which will be paid from the Gross Settlement  
24 Amount, subject to Court approval, will be in addition to their Individual Settlement Payment as a  
25 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be  
26 solely and legally responsible for correctly characterizing this compensation for tax purposes and for  
27 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form  
28 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment

1 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the  
2 benefit of the Settlement Class Members.

3 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of  
4 Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) shall be allocated from the Gross  
5 Settlement Amount toward penalties under the Private Attorneys General Act, California Labor Code  
6 Section 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$150,000.00,  
7 will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$50,000.00,  
8 will be distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based  
9 on the total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e.,  
10 the Individual PAGA Payments).

11 15. Settlement Administration Costs. The Settlement Administrator will be paid for the  
12 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,  
13 which is currently estimated not to exceed Twenty-Five Thousand Dollars and Zero Cents  
14 (\$25,000.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court  
15 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and  
16 tracking Class Notices and other documents for the Settlement, calculating and distributing payments  
17 due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,  
18 withholdings, and remittances, providing necessary reports and declarations, and other duties and  
19 responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the extent  
20 the actual Settlement Administrator's costs are greater than the estimated amount stated herein, such  
21 excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court.  
22 Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are  
23 not in fact required to fulfill payment to the Settlement Administrator to undertake the required  
24 settlement administration duties shall be reallocated to the Net Settlement Amount for the benefit of  
25 the Settlement Class Members.

26 16. Escalator Clause. Defendant has represented that Class Members have worked  
27 approximately 201,407 Workweeks during the period from February 16, 2020 through October 31,  
28 2024. If it is determined by the Settlement Administrator that the total number of Workweeks worked

1 by the Class Members during the Class Period actually exceeds 201,407 by more than 5%, Defendant  
2 may elect one of two options: (1) the Gross Settlement Amount will be increased on a *pro rata* basis  
3 equal to the percentage increase in the number of Workweeks worked by the Class Members above  
4 the 5% threshold, or (2) the Class Period and Class Release will end on the date when the Workweeks  
5 equal or do not exceed 201,407 Workweeks.

6 17. Individual Settlement Share Calculations. Individual Settlement Shares will be  
7 calculated and apportioned from the Net Settlement Amount based on the Class Members' number of  
8 Workweeks, as follows:

9 a. After Preliminary Approval, the Settlement Administrator will divide the Net  
10 Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek  
11 Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value  
12 to yield each Class Member's estimated Individual Settlement Share that the Class Member may be  
13 entitled to receive under the Class Settlement.

14 b. After Final Approval, the Settlement Administrator will divide the final Net  
15 Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek  
16 Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek  
17 Value to each Settlement Class Member's final Individual Settlement Share.

18 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be  
19 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees'  
20 number of Pay Periods, as follows: The Settlement Administrator will divide the PAGA Employee  
21 Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the  
22 "Pay Period Value," and multiply each PAGA Employee's individual Pay Periods by the Pay Period  
23 Value to yield each PAGA Employee's Individual PAGA Payment.

24 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each  
25 Individual Settlement Share will be allocated as follows: fifteen percent (15%) wages and eighty-five  
26 percent (85%) penalties, interest, and non-wage damages. The portion allocated to wages will be  
27 reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages  
28 will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement

1 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages  
2 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their  
3 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes  
4 and withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement  
5 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties  
6 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

7 20. Administration of Taxes by the Settlement Administrator. The Settlement  
8 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA  
9 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be  
10 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement  
11 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll  
12 taxes and other legally required withholdings to the appropriate government authorities.

13 21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not  
14 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or  
15 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement  
16 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation  
17 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement Class  
18 Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class Members, and  
19 PAGA Employees will be solely responsible for the payment of any taxes and penalties assessed on  
20 the payments described in this Settlement Agreement. Plaintiff, Settlement Class Members, and PAGA  
21 Employees should consult with their tax advisors concerning the tax consequences of any payment  
22 they receive under the Settlement.

23 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT  
24 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
25 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN  
26 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
27 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE  
28 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS

1 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE  
2 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
3 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART  
4 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY  
5 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE  
6 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)  
7 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE  
8 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY  
9 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR  
10 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY  
11 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
12 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
13 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S  
14 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY  
15 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX  
16 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY  
17 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

18 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the  
19 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually  
20 are issued to the payee. It is expressly understood and agreed that payments made under this Settlement  
21 shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee to additional  
22 compensation or benefits under any new or additional compensation or benefits, or any bonus, contest,  
23 or other compensation or benefit plan or agreement in place during the Class Period, nor will it entitle  
24 Plaintiff, Settlement Class Members, or any PAGA Employee to any increased retirement, 401K  
25 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary  
26 language or agreement in any benefit or compensation plan document that might have been in effect  
27 during the Class Period).

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1           24.    Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

2 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of  
3 the Settlement, which Class Counsel will be responsible for drafting, and will submit this Settlement  
4 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a  
5 draft of the preliminary approval motion before filing it with the Court. Defendant agrees not to oppose  
6 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. By  
7 way of said motion, Plaintiff will apply for the entry of the Preliminary Approval Order seeking the  
8 following:

- 9           a.       Conditionally certifying the Class for settlement purposes only;
- 10          b.       Granting Preliminary Approval of the Settlement;
- 11          c.       Preliminarily appointing Plaintiff as the representative of the Class;
- 12          d.       Preliminarily appointing Class Counsel as counsel for the Class;
- 13          e.       Approving as to form and content, the mutually-agreed upon and proposed

14 Class Notice and directing its mailing by First Class U.S. Mail;

- 15          f.       Approving the manner and method for Class Members to request exclusion
- 16 from or object to the Class Settlement as contained herein and within the Class Notice;
- 17          g.       Scheduling a Final Approval Hearing at which the Court will determine whether

18 Final Approval of the Settlement should be granted.

19           25.    Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),

20 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary  
21 approval of the Settlement.

22           26.    Delivery of Class List. Within twenty-one (21) calendar days of Preliminary Approval,

23 Defendant will provide the Class List to the Settlement Administrator.

24           27.    Notice by First-Class U.S. Mail.

- 25          a.       Within seven (7) calendar days after receiving the Class List from Defendant,

26 the Settlement Administrator will perform a search based on the National Change of Address Database  
27 or any other similar services available, such as provided by Experian, for information to update and  
28 correct for any known or identifiable address changes, and will mail a Class Notice in English and

1 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via  
2 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement  
3 Administrator.

4           b. Any Class Notice returned to the Settlement Administrator as undeliverable on  
5 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding  
6 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on  
7 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly  
8 attempt to determine the correct address using a skip-trace or other search, using the name, address,  
9 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)  
10 calendar days.

11           c. Compliance with the procedures described herein above shall constitute due and  
12 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.  
13 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to  
14 provide notice of the Settlement.

15           28. Disputes Regarding Workweeks and/or Pay Periods. Class Members/PAGA  
16 Employees will have an opportunity to dispute the number of Workweeks and/or Pay Periods which  
17 have been credited to them, as reflected in their respective Class Notices, by submitting a timely and  
18 valid Workweeks Dispute to the Settlement Administrator, by mail, postmarked on or before the  
19 Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive  
20 means to determine whether a Workweeks Dispute has been timely submitted. Absent evidence  
21 rebutting the accuracy of Defendant's records and data as they pertain to the number of Workweeks  
22 and/or Pay Periods to be credited to a disputing Class Member/PAGA Employee, Defendant's records  
23 will be presumed to be correct and determinative of the dispute. However, if a Class Member/PAGA  
24 Employee produces information and/or documents to the contrary, the Settlement Administrator will  
25 evaluate the materials submitted by the Class Member/PAGA Employee and the Settlement  
26 Administrator will resolve and determine the number of eligible Workweeks and/or Pay Periods that  
27 the disputing Class Member/PAGA Employee should be credited with under the Settlement. The  
28 Settlement Administrator's decision on such disputes will be final and non-appealable.

1           29.    Requesting Exclusion from the Class Settlement. Any Class Member wishing to be  
2 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the  
3 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the  
4 postmark on the return mailing envelope will be the exclusive means to determine whether a Request  
5 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
6 Counsel and Defendant’s Counsel the number of timely and valid Requests for Exclusion that are  
7 submitted, and also identify the individuals who have submitted a timely and valid Request for  
8 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.  
9 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members  
10 to request exclusion from the Class Settlement. Any Class Member who submits a Request for  
11 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who  
12 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will  
13 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively  
14 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion  
15 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining  
16 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants  
17 Final Approval to the Settlement. Notwithstanding the above, all PAGA Employees will be bound to  
18 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they  
19 submit a Request for Exclusion.

20           30.    Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class  
21 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by  
22 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing  
23 envelope will be the exclusive means to determine whether a Notice of Objection has been timely  
24 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant’s  
25 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely  
26 and complete and which were not), and also attach them to a declaration that is to be filed with the  
27 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel  
28 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or

1 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or  
2 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of  
3 whether they have submitted a Notice of Objection.

4 1. Reports by the Settlement Administrator. The Settlement Administrator shall provide  
5 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed  
6 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the  
7 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of  
8 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement  
9 Administrator will provide to counsel for the Parties any updated reports regarding the administration  
10 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it  
11 receives a request from an individual or any other entity regarding inclusion in the Class and/or  
12 Settlement or regarding a Workweeks Dispute.

13 31. Defendant's Right to Rescind. If more than five percent (5%) of the Class Members  
14 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement  
15 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class  
16 Counsel within seven (7) calendar days of the Settlement Administrator notifying the Parties of the  
17 number of Class Members who have submitted timely and valid Requests for Exclusion following the  
18 Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement  
19 administration owed to the Settlement Administrator incurred up to that date.

20 32. Certification of Completion. Upon completion of administration of the Settlement, the  
21 Settlement Administrator will provide a written declaration under oath to certify such completion to  
22 the Court and counsel for all Parties.

23 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After  
24 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final  
25 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)  
26 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'  
27 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final  
28 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.

1 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the  
2 Settlement. Class Counsel will provide Defendant’s Counsel a draft of the final approval motion  
3 before filing it with the Court. By way of said motion, Plaintiff will apply for the entry of the Final  
4 Approval Order and Judgment, which will provide for, in substantial part, the following:

- 5 a. Approval of the Settlement as fair, reasonable, and adequate, and directing  
6 consummation of its terms and provisions;
- 7 b. Certification of the Settlement Class;
- 8 c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;
- 9 d. Approval of the application for Enhancement Payment to Plaintiff;
- 10 e. Directing Defendant to fund all amounts due under the Settlement Agreement  
11 and ordered by the Court; and
- 12 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in  
13 conformity with California Rules of Court 3.769 and the Settlement Agreement.

14 34. Funding of the Gross Settlement Amount. No later than five (5) business days after  
15 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement  
16 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established  
17 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement  
18 Administrator to calculate necessary payroll taxes including its official name, 8-digit state  
19 unemployment insurance tax ID number, and other information requested by the Settlement  
20 Administrator, no later than five (5) business days after the Effective Date.

21 35. Distribution of the Gross Settlement Amount. Within five (5) business days of the  
22 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual  
23 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,  
24 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class  
25 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set  
26 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and  
27 timely forward these to the appropriate government authorities.

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28 ///

1           36.    Settlement Checks. The Settlement Administrator will be responsible for undertaking  
2 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way  
3 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the  
4 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the  
5 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA  
6 Payment into one check if the intended recipient for both payments is one individual. Settlement Class  
7 Members and PAGA Employees are not required to submit a claim to be issued an Individual  
8 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and  
9 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)  
10 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds  
11 associated with such canceled checks shall be distributed by the Settlement Administrator to the State  
12 of California’s Unclaimed Property Fund in the name of the Settlement Class Member and/or PAGA  
13 Employee. The Parties agree that this disposition results in no “unpaid residue” under California Civil  
14 Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class  
15 Members, whether or not they cash their settlement checks. Therefore, Defendant will not be required  
16 to pay any interest on such amounts. The Settlement Administrator shall undertake amended and/or  
17 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that  
18 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA  
19 Payment checks. Settlement Class Members whose Individual Settlement Payment checks are  
20 canceled shall, nevertheless, be bound by the Class Settlement, and PAGA Employees whose  
21 Individual PAGA Payment checks are cancelled shall, nevertheless, be bound by the PAGA  
22 Settlement.

23           37.    Class Settlement Release. Upon the full funding of the Gross Settlement Amount,  
24 Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released,  
25 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

26           38.    PAGA Settlement Release. Upon the full funding of the Gross Settlement Amount,  
27 Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will  
28 be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and

1 discharged the Released Parties of all Released PAGA Claims.

2       39.    Plaintiff's General Release. Upon the Effective Date and full funding of the Gross  
3 Settlement Amount, Plaintiff, individually and on their own behalf, will be deemed to have fully,  
4 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties  
5 from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys'  
6 fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or  
7 unsuspected, asserted or unasserted, which Plaintiff, at any time of execution of this Settlement  
8 Agreement, had or claimed to have or may have, including but not limited to any and all claims arising  
9 out of, relating to, or resulting from their employment and/or separation of employment with the  
10 Released Parties, including any claims arising under any federal, state, or local law, statute, ordinance,  
11 rule, or regulation or Executive Order relating to employment, including, but in no way limited to, any  
12 claim under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 1981; the Americans  
13 with Disabilities Act; the Family and Medical Leave Act; the Employee Retirement Income Security  
14 Act; the California Family Rights Act; the California Fair Employment and Housing Act; all claims  
15 for wages or penalties under the Fair Labor Standards Act; all claims for wages or penalties under the  
16 California Labor Code; Business and Professions Code sections 17200 *et seq.*; all laws relating to  
17 violation of public policy, retaliation, or interference with legal rights; any and all other employment  
18 or discrimination laws; whistleblower claims; any tort, fraud, or constitutional claims; and any breach  
19 of contract claims or claims of promissory estoppel. It is agreed that this is a general release and is to  
20 be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this  
21 Paragraph expressly does not include a release of any claims that cannot be released hereunder by law.  
22 Plaintiff understands and expressly agrees that this Settlement Agreement extends to claims that they  
23 have against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected,  
24 vested or contingent, past, present, or future, arising from or attributable to an incident or event,  
25 occurring in whole or in part, on or before the execution of this Settlement Agreement. Any and all  
26 rights granted under any state or federal law or regulation limiting the effect of this Settlement  
27 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY  
28 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

6           40.   Final Approval Order and Judgment.   The Parties shall provide the Settlement  
7 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,  
8 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for  
9 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the  
10 Class will be required.

11           41.   Continued Jurisdiction.   After entry of the judgment pursuant to the Settlement, the  
12 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and  
13 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the  
14 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,  
15 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this  
16 Settlement Agreement.

17           42.   Effects of Termination or Rescission of Settlement.   Termination or rescission of the  
18 Settlement Agreement shall have the following effects:

19               a.    The Settlement Agreement shall be void and shall have no force or effect, and  
20 no Party shall be bound by any of its terms;

21               b.    In the event the Settlement Agreement is terminated, Defendant shall have no  
22 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating  
23 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement  
24 Administrator is notified that the Settlement has been terminated;

25               c.    The Preliminary Approval Order, Final Approval Order and Judgment,  
26 including any order certifying the Class, shall be vacated;

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1           d.       The Settlement Agreement and all negotiations, statements, and proceedings  
2 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be  
3 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

4           e.       Neither this Settlement Agreement, nor any ancillary documents, actions,  
5 statements, or filings in furtherance of the Settlement (including all matters associated with the  
6 mediation) shall be admissible or offered into evidence in the Action or any other action for any  
7 purpose whatsoever; and

8           f.       Any documents generated to bring the Settlement into effect, will be null and  
9 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
10 likewise be treated as void from the beginning.

11         43.     No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
14 of action or right herein released and discharged.

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

18         45.     Entire Agreement. This Settlement Agreement and any attached exhibits constitute the  
19 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all  
20 prior or contemporaneous agreements, understandings, representations, and statements, whether oral  
21 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or  
22 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
23 expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a),  
24 which provide that a written agreement is to be construed according to its terms and may not be varied  
25 or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
26 representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

27         46.     Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in  
28 the Action (including with respect to California Code of Civil Procedure § 583.310), except such  
proceedings necessary to implement and complete this Settlement Agreement, pending the Final

1 Approval Hearing to be conducted by the Court.

2 47. Amendment or Modification. Prior to the filing of the motion for preliminary approval  
3 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement  
4 except by written agreement signed by counsel for all Parties. After the filing of the motion for  
5 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this  
6 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject  
7 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not  
8 constitute a waiver of any other provision.

9 48. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
10 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
11 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
12 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
13 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have  
14 full authority to enter into this Settlement Agreement, and further intend that this Settlement  
15 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible  
16 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation  
17 confidentiality provisions that otherwise might apply under state or federal law.

18 49. Signatories. It is agreed that because the members of the Class are so numerous, it is  
19 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this  
20 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the  
21 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement  
22 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have  
23 the same force and effect as if this Settlement Agreement were executed by each Settlement Class  
24 Member and PAGA Employee.

25 50. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
26 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

27 51. California Law Governs. All terms of this Settlement Agreement and attached exhibits  
28 hereto will be governed by and interpreted according to the laws of the State of California.

1           52.   Execution and Counterparts. This Settlement Agreement is subject only to the  
2 execution of all Parties. However, this Settlement Agreement may be executed in one or more  
3 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned  
4 copies of the signature page, will be deemed to be one and the same instrument.

5           53.   Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
6 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at  
7 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into  
8 account all relevant factors, present and potential. The Parties further acknowledge that they are each  
9 represented by competent counsel and that they have had an opportunity to consult with their counsel  
10 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to  
11 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement  
12 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to  
13 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

14           54.   Invalidity of Any Provision. Before declaring any provision of this Settlement  
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
16 possible consistent with applicable precedents so as to define all provisions of this Settlement  
17 Agreement valid and enforceable.

18           55.   Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by  
19 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate  
20 to implement the Settlement.

21           56.   Non-Admission of Liability. The Parties enter into this Settlement Agreement to  
22 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of  
23 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and  
24 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines  
25 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;  
26 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;  
27 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement  
28 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be



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5 Annabel Blanchard  
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7 **BLACKSTONE LAW, APC**  
8 8383 Wilshire Boulevard, Suite 745  
9 Beverly Hills, California 90211  
10 Tel: (310) 622-4278 / Fax: (855) 786-6356

11 To Defendant:

12 Sumy Kim  
13 skim@ohaganmeyer.com  
14 Trenten N. Bilodeaux  
15 tbilodeaux@ohaganmeyer.com  
16 O'HAGAN MEYER, LLP  
17 One Embarcadero, Suite 2100  
18 San Francisco, California 94111  
19 Tel: (415) 604-0124

20 62. Cooperation and Execution of Necessary Documents. All Parties and their counsel will  
21 cooperate with each other in good faith and use their best efforts to implement the Settlement,  
22 including and not limited to, executing all documents to the extent reasonably necessary to effectuate  
23 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or  
24 content of any document needed to implement the Settlement Agreement, or on any supplemental  
25 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties  
26 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

27 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint  
28 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

**IT IS SO AGREED.**

**PLAINTIFF IVORYA GENEVE**

*Ivorya Geneve*

Dated: 04/16/2025

\_\_\_\_\_  
Ivorya Geneve

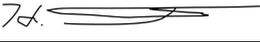
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**DEFENDANT MIKUNI RESTAURANT GROUP, INC.**

Dated: Mar 21, 2025

  
\_\_\_\_\_  
Haru Sakata  
CEO  
On behalf of Mikuni Restaurant Group, Inc.

**APPROVED AS TO FORM ONLY:**

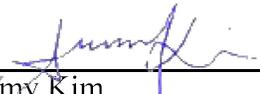
**BLACKSTONE LAW, APC**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jonathan M. Genish  
Barbara DuVan-Clarke  
*Attorneys for Plaintiff Ivorya Geneve  
and Proposed Class Counsel*

**O'HAGAN MEYER, LLP**

Dated: March 21, 2025

  
\_\_\_\_\_  
Sunmy Kim  
*Attorneys for Defendant Mikuni Restaurant  
Group, Inc.*

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**DEFENDANT MIKUNI RESTAURANT GROUP, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Haru Sakata  
CEO  
On behalf of Mikuni Restaurant Group, Inc.

**APPROVED AS TO FORM ONLY:**

**BLACKSTONE LAW, APC**

Dated: 04/16/2025

  
\_\_\_\_\_  
Jonathan M. Genish  
Barbara DuVan-Clarke  
*Attorneys for Plaintiff Ivorya Geneve and Proposed Class Counsel*

**O'HAGAN MEYER, LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sumy Kim  
*Attorneys for Defendant Mikuni Restaurant Group, Inc.*