

1 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
2 penalties under PAGA based on the aforementioned California Labor Code violations.

3 5. Defendants deny all material allegations set forth in the Action and have asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendants desire to fully and finally settle the Action, Released Class Claims (as defined herein), and
6 Released PAGA Claims (as defined herein).

7 6. Class Counsel diligently investigated the class and PAGA claims against Defendants,
8 including any and all applicable defenses and the applicable law. The investigation included, *inter*
9 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
10 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
11 merits of the claims and contentions of the Parties.

12 7. On August 1, 2025, the Parties participated in mediation with Gail Glick, Esq. (the
13 “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the
14 Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The Parties’
15 settlement discussions were conducted at arms’ length, and the Settlement is the result of an informed
16 and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks
17 associated with continued litigation. Based on Class Counsel’s investigation and evaluation, Class
18 Counsel believes that the settlement with Defendants for the consideration and on the terms set forth
19 in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class
20 Members, State of California, and PAGA Employees in light of all known facts and circumstances,
21 including the risk of significant delay and uncertainty associated with litigation and various defenses
22 asserted by Defendants.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendants. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.

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DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Class Counsel's litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. "Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

c. "Class Counsel" means Jonathan M. Genish, Karen I. Gold, Marissa A. Mayhood, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. "Class List" means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) dates worked for Defendants during the Class Period; and (5) such other information as is necessary for the Settlement Administrator to calculate Workweeks and Pay Periods.

e. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached hereto as "**Exhibit A**."

f. "Class Period" means the period from August 30, 2022, through July 31, 2023.

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

h. "Court" means the Superior Court of the State of California for the County of San Bernardino.

i. "Defendants' Counsel" means Ulrich R. McNulty of Schlecht, Shevlin & Shoenberger, ALC.

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1 j. “Dispute” means a letter submitted by a Class Member disputing the number of
2 Workweeks and/or Pay Periods which have been credited to them, which must: (a) contain the case
3 name and number of the Action; (b) contain the Class Member’s full name, signature, address,
4 telephone number, and the last four (4) digits of the Class Member’s Social Security number; (c)
5 clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to
6 the Class Member and what the Class Member contends is the correct number; and (d) be returned by
7 mail to the Settlement Administrator at the specified address, postmarked on or before the Response
8 Deadline.

9 k. “Effective Date” means the following: (i) if no Settlement Class Member
10 objects to the Class Settlement, then the Effective Date will be the date of Final Approval; or (ii) if
11 any Settlement Class Member objects to the Class Settlement, the Effective Date will be the sixty-first
12 (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or
13 (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the day after final
14 resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting
15 in final judicial approval of the Settlement.

16 l. “Employer Taxes” means the employers’ share of taxes and contributions in
17 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendants
18 in addition to the Gross Settlement Amount.

19 m. “Enhancement Payment” means the amount to be paid to Plaintiff, in
20 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
21 Employees, and general release of claims, as set forth in Paragraph 13.

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

24 o. “Final Approval Hearing” means the hearing at which the Court will consider
25 and determine whether the Settlement should be granted Final Approval.

26 p. “Final Approval Order and Judgment” means the order granting final approval
27 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
28 Parties, and subject to approval by the Court.

1 q. “Gross Settlement Amount” means the amount of One Hundred Ten Thousand
2 Dollars and Zero Cents (\$110,000.00) to be paid by Defendants in full satisfaction of the Action,
3 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
4 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
5 Amount to be paid to the Settlement Class Members. Defendants shall pay the Employer Taxes
6 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
7 reversionary; no portion of the Gross Settlement Payment will be returned to Defendants. The Gross
8 Settlement Amount is subject to increase, as provided in Paragraph 16.

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

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

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

19 u. “LWDA Payment” means the amount of Four Thousand Five Hundred Dollars
20 and Zero Cents (\$4,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to pay to the
21 LWDA under the PAGA Settlement, as set forth in Paragraph 14.

22 v. “Net Settlement Amount” means the portion of the Gross Settlement Amount
23 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
24 less the Court-approved Attorneys’ Fees and Costs, Enhancement Payment, PAGA Amount, and
25 Settlement Administration Costs.

26 w. “Notice of Objection” means a Settlement Class Member’s written objection to
27 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
28 objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s

1 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
2 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
3 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
4 specified address, postmarked on or before the Response Deadline.

5 x. "PAGA Amount" means the allocation of Six Thousand Dollars and Zero Cents
6 (\$6,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five percent (75%)
7 of the PAGA Amount, or \$4,500.00, will be paid to the LWDA (i.e., the LWDA Payment) and the
8 remaining twenty-five percent (25%), or \$1,500.00, will be distributed to the PAGA Employees (i.e.,
9 the PAGA Employee Amount).

10 y. "PAGA Employee(s)" means all current and former hourly-paid and/or non-
11 exempt employees who worked for Defendants in the State of California at any time during the PAGA
12 Period.

13 z. "PAGA Employee Amount" means the amount of One Thousand Five Hundred
14 Dollars and Zero Cents (\$1,500.00), i.e., 25% of the PAGA Amount, to be distributed to PAGA
15 Employees on a *pro rata* basis based on their Pay Periods.

16 aa. "PAGA Period" means the period from August 30, 2022 through July 31, 2023.

17 bb. "PAGA Settlement" means the settlement and resolution of all Released PAGA
18 Claims.

19 cc. "Pay Periods" means the number of pay periods each PAGA Employee worked
20 for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period.
21 Pay Periods will be calculated by the Settlement Administrator.

22 dd. "Preliminary Approval" means the date on which the Court enters the
23 Preliminary Approval Order.

24 ee. "Preliminary Approval Order" means the order granting preliminary approval
25 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
26 the Court.

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1 ff. “Released Class Claims” means any and all claims which were alleged or which
2 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
3 arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure
4 to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
5 payments, timely pay wages during employment and upon termination, provide accurate wage
6 statements, and reimburse necessary business-related expenses in violation of California Labor Code
7 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and
8 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and
9 Professions Code sections 17200, *et seq.*

10 gg. “Released PAGA Claims” means any and all claims arising from any of the
11 factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period,
12 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections
13 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime
14 and minimum wages, provide compliant meal and rest periods and associated premium payments,
15 timely pay wages during employment and upon termination, provide compliant wage statements,
16 maintain complete and accurate payroll records, and reimburse necessary business-related expenses
17 in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a),
18 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission
19 Wage Order.

20 hh. “Released Parties” means Defendants and their current and former officers,
21 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
22 assigns. The Released Parties do not include DD 29 Enterprises, Inc., Douglas Ambrose, and David
23 Stein.

24 ii. “Request for Exclusion” means a letter submitted by a Class Member indicating
25 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
26 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
27 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
28 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the

1 part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not
2 be admissible in connection with, the issue of whether certification would be inappropriate in a non-
3 settlement context.

4 **TERMS OF THE AGREEMENT**

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

7 12. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application
8 or motion by Class Counsel for attorneys' fees in the amount up to thirty-five percent (35%) of the
9 Gross Settlement Amount (i.e., \$38,500.00 if the Gross Settlement Amount is \$110,000.00) and
10 reimbursement of actual costs and expenses associated with Class Counsel's litigation and settlement
11 of the Action, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00),
12 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
13 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
14 the Action, including without limitation all work performed and costs incurred to date, and all work
15 to be performed and all costs to be incurred in connection with obtaining the Court's approval of this
16 Settlement Agreement, including any objections raised and any appeals necessitated by those
17 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
18 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
19 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and Costs. Any
20 portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel
21 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

22 13. Enhancement Payment. Defendants agree not to oppose or impede any application or
23 motion by Plaintiff for an Enhancement Payment in the amount up to Seven Thousand Five Hundred
24 Dollars and Zero Cents (\$7,500.00). The Enhancement Payment, which will be paid from the Gross
25 Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement
26 Payment as a Settlement Class Member and Individual PAGA Payment as a PAGA Employee.
27 Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax
28 purposes and for paying any taxes on the amounts received. The Settlement Administrator shall issue

1 an IRS Form 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested
2 Enhancement Payment that is not awarded by the Court to Plaintiff shall be reallocated to the Net
3 Settlement Amount for the benefit of the Settlement Class Members.

4 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
5 Six Thousand Dollars and Zero Cents (\$6,000.00) shall be allocated from the Gross Settlement
6 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
7 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$4,500.00, will be
8 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$1,500.00, will be
9 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
10 total number of Pay Periods worked by each PAGA Employee during the PAGA Period (i.e., the
11 Individual PAGA Payments).

12 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
13 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
14 which is currently estimated not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents
15 (\$6,250.00). These costs, which will be paid from the Gross Settlement Amount, subject to Court
16 approval, will include, *inter alia*, translating the Class Notice to Spanish, printing, distributing, and
17 tracking Class Notices and other documents for the Settlement, calculating and distributing payments
18 due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings,
19 withholdings, and remittances, providing necessary reports and declarations, and other duties and
20 responsibilities set forth herein to process the Settlement, and as requested by the Parties. To the
21 extent the actual Settlement Administrator's costs are greater than the estimated amount stated herein,
22 such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the
23 Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs
24 which are not in fact required to fulfill payment to the Settlement Administrator to undertake the
25 required settlement administration duties shall be reallocated to the Net Settlement Amount for the
26 benefit of the Settlement Class Members.

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1 16. Escalator Clause. Defendants have represented that the Class Members worked a total
2 of 3,000 Workweeks during the Class Period. If it is determined by the Settlement Administrator that
3 the total number of Workweeks worked by the Class Members during the Class Period actually
4 exceeds 3,000 by more than 10% (i.e., if the Workweeks exceed 3,300), then the Gross Settlement
5 Amount will be increased on a *pro rata* basis equal to the percentage increase in the number of
6 Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks
7 increases by 11% to 3,330 Workweeks, then the Gross Settlement Amount will increase by 1%.

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

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

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

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

26 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
27 Individual Settlement Share will be allocated as follows: twenty percent (20%) wages and eighty
28 percent (80%) penalties, interest, and non-wage damages. The portion allocated to wages will be

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

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

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

25 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
26 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
27 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
28 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

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

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

1 been in effect during the Class Period).

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

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

- 10 a. Conditionally certifying the Class for settlement purposes only;
- 11 b. Granting Preliminary Approval of the Settlement;
- 12 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 13 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 14 e. Approving as to form and content, the mutually-agreed upon and proposed
15 Class Notice and directing its mailing by First Class U.S. Mail;
- 16 f. Approving the manner and method for Class Members to request exclusion
17 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 18 g. Scheduling a Final Approval Hearing at which the Court will determine whether
19 Final Approval of the Settlement should be granted.

20 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
21 Class Counsel shall notify the LWDA of the Settlement.

22 26. Delivery of Class List. Within fourteen (14) calendar days of Preliminary Approval,
23 Defendants 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 Defendants,
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 Defendants' Counsel to
14 provide notice of the Settlement.

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

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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 Defendants' 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 Defendants'
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 31. 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 Disputes; (iii) the number of
7 Class Members who have submitted Requests for Exclusion; and (iv) the number of Settlement Class
8 Members who have submitted Notices of Objection. Additionally, the Settlement Administrator will
9 provide to counsel for the Parties any updated reports regarding the administration of the Settlement
10 Agreement as needed or requested and immediately notify the Parties when it receives a request from
11 an individual or any other entity regarding inclusion in the Class and/or Settlement or regarding a
12 Dispute.

13 32. Defendants' Right to Rescind. If more than ten percent (10%) of the Class Members
14 submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement
15 Agreement. Defendants 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 Defendants exercise this option, Defendants shall pay any costs of settlement
19 administration owed to the Settlement Administrator incurred up to that date.

20 33. 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 34. 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 Defendants' 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 Defendants 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 35. Funding of the Gross Settlement Amount. No later than five (5) business days after
15 the Effective Date, Defendants 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. Defendants shall provide all information necessary for the
18 Settlement 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 36. 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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1 37. 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 Division in the name of the Settlement Class Member and/or
13 PAGA Employee. The Parties agree that this disposition results in no “unpaid residue” under
14 California Civil Procedure Code Section 384, as the entire Net Settlement Amount will be paid out to
15 Settlement Class Members, whether or not they cash their settlement checks. Therefore, Defendants
16 will not be required to pay any interest on such amounts. The Settlement Administrator shall undertake
17 amended and/or supplemental tax filings and reporting required under applicable local, state, and
18 federal tax laws that are necessitated due to the cancelation of any Individual Settlement Payment
19 and/or Individual PAGA Payment checks. Settlement Class Members whose Individual Settlement
20 Payment checks are canceled shall, nevertheless, be bound by the Class Settlement, and PAGA
21 Employees who’s Individual PAGA Payment checks are canceled shall, nevertheless, be bound by the
22 PAGA Settlement.

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

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1 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
2 Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all
3 PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised,
4 relinquished, and discharged the Released Parties of all Released PAGA Claims.

5 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
6 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
7 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
8 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
9 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
10 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
11 and/or separation of employment with Defendants, which Plaintiff, at any time during the Class Period,
12 had or claimed to have or may have. It is agreed that this is a general release and is to be broadly
13 construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph
14 expressly does not include a release of any claims that cannot be released hereunder by law. Any and
15 all rights granted under any state or federal law or regulation limiting the effect of this Settlement
16 Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY
17 EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

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

23 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
24 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
25 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
26 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
27 Class will be required.

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

7 43. Effects of Termination or Rescission of Settlement. Termination or rescission of the
8 Settlement Agreement shall have the following effects:

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

11 b. In the event the Settlement Agreement is terminated, Defendants shall have no
12 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
13 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
14 Administrator is notified that the Settlement has been terminated;

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

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

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

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

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

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

8 46. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties' agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party's legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 47. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 48. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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

10 50. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Settlement Class Member or PAGA Employee execute this
12 Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the
13 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
14 as to the PAGA Employees, and the releases provided for by this Settlement Agreement shall have
15 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
16 Member and PAGA Employee.

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

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

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

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

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 55. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 56. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 57. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and
15 specifically deny, they have violated any federal, state, or local law; violated any regulations or
16 guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal
17 requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation
18 or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this
19 Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with
20 it, shall be construed as an admission or concession by Defendants of any such violations or failures
21 to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
22 Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or
23 received as evidence in any action or proceeding to establish any liability or admission on the part of
24 Defendants or to establish the existence of any condition constituting a violation of, or a non-
25 compliance with, federal, state, local, or other applicable law.

26 58. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1 59. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
2 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one Party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
5 negotiations between the Parties, all Parties have contributed equally to the preparation of this
6 Settlement Agreement.

7 60. Representation By Counsel. The Parties acknowledge that they have been represented
8 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
9 that this Settlement Agreement has been executed with the consent and advice of counsel, and
10 reviewed in full.

11 61. All Terms Subject to Final Court Approval. All amounts and procedures described in
12 this Settlement Agreement herein will be subject to final Court approval.

13 62. Notices. All notices, demands, and other communications to be provided concerning
14 the Settlement Agreement shall be in writing and deemed to have been duly given as of the third
15 business day after mailing by First Class U.S. Mail, or the day sent by email or messenger, addressed
16 as follows:

17 To Plaintiff and Class Counsel:
18 Jonathan M. Genish
19 jgenish@blackstonepc.com
20 Karen I. Gold
21 kgold@blackstonepc.com
22 Marissa A. Mayhood
23 mmayhood@blackstonepc.com
24 Alexandra Rose
25 arose@blackstonepc.com
26 **BLACKSTONE LAW, APC**
27 8383 Wilshire Boulevard, Suite 745
28 Beverly Hills, California 90211
 Tel: (310) 622-4278 / Fax: (855) 786-6356

To Defendants:
 Ulrich R. McNulty
 urm@ssslaw.com
 SCHLECHT, SHEVLIN, & SHOENBERGER, APC
 801 E Tahquitz Canyon Way, Ste 100,
 Palm Springs, California 92262
 Tel: (760)-320-7161 / Fax: (760)-323-1758

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

9 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
10 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

11 **IT IS SO AGREED.**

12 **PLAINTIFF ALEXIS STUART-DRINNEN**

13 *Alexis Stuart-Drinnen*

14 Dated: 09/22/2025

15 Plaintiff Alexis Stuart-Drinnen

16 **DEFENDANT DICARLO'S ITALIAN CAFE,
17 LLC**

18 Dated: 9/24/2025

19 Full Name: Tien Lung Chen

20 Title: CEO
21 On behalf of Defendant DiCarlo's Italian Cafe,
22 LLC

23 Dated: 9/24/2025

24 **DEFENDANT TIEN LUNG CHEN**

25
26
27
28

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.
Superior Court of California for the County of San Bernardino, Case No. CIVSB2313579

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Alexis Stuart-Drinnen ("Plaintiff") and Defendants DiCarlo's Italian Cafe, LLC and Tien Lung Chen (together, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579 ("Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period.

"Class Period" means the period from August 30, 2022 through July 31, 2023.

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

"PAGA Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period.

"PAGA Period" means the period from August 30, 2022 through July 31, 2023.

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

II. BACKGROUND OF THE ACTION

On June 7, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On June 12, 2023, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Action. On September 15, 2023, Plaintiff filed a First Amended Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* ("PAGA"). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that they violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Alexis Stuart-Drinnen as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Karen I. Gold
Marissa A. Mayhood
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for her services in the Action; (3) the amount of Six Thousand Dollars and Zero Cents (\$6,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$4,500.00) (“LWDA Payment”) and the remaining 25% (\$1,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion

("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) as wages, which will be reported on an IRS Form W-2, and eighty percent (80%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employers' share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on the number of pay periods each PAGA Employee worked for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA Period ("Pay Periods"). The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the "PAGA Pay Period Value," and multiplied each PAGA Employee's individual Pay Periods by the Pay Period Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From August 30, 2022 through July 31, 2023 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From August 30, 2022 through July 31, 2023 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

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

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and California Business and Professions Code sections 17200, *et seq.*

“Released PAGA Claims” means any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

“Released Parties” means Defendants and their current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns. The Released Parties do not include DD 29 Enterprises, Inc., Douglas Ambrose, and David Stein.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (i.e., \$38,500.00) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo’s Italian Cafe, LLC, et al.*, Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Stuart-Drinnen v. DiCarlo’s Italian*

Cafe, LLC, et al., Case No. CIVSB2313579); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department S26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action for a fee by visiting the civil clerk's office located at 247 West Third Street, San Bernardino, California 92415, during business hours, or by online by visiting the following website: <https://cap.sb-court.org/>, clicking on "Search" at the top of the screen, clicking "CASE INFORMATION" from the drop down, and typing in the Case Number (CIVSB2313579).

You may also visit the Settlement Administrator's website at **[redacted]** for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.