

1 Harout Messrelian, Bar No. 272020
hm@messrelianlaw.com
2 MESSRELIAN LAW INC.
101 N. Brand Blvd., Suite 1450
3 Glendale, CA 91203
Telephone: 818.484.6531
4 Facsimile: 818.956.1983

5 Attorneys For Plaintiff
GIUSEPPE LOSAVIO, individually and on behalf
6 of all others similarly situated

7 Elizabeth Staggs Wilson, Bar No. 183160
estaggs-wilson@littler.com
8 LITTLER MENDELSON, P.C.
633 West 5th Street
9 63rd Floor
Los Angeles, California 90071
10 Telephone: 213.443.4300
Facsimile: 800.715.1330
11

Jyoti Mittal, Bar No. 288084
12 jmittal@littler.com
LITTLER MENDELSON, P.C.
13 2049 Century Park East,
5th Floor
14 Los Angeles, California 90067.3107
Telephone: 310.553.0308
15 Facsimile: 800.715.1330

16 Attorneys For Defendant
362NCD BEVERLY HILLS LLC
17

18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 COUNTY OF LOS ANGELES

20 GIUSEPPE LOSAVIO,
21

22 Plaintiff,

23 v.

24 362NCD BEVERLY HILLS LLC; and
DOES 1 to 25, inclusive,

25 Defendants.
26
27

Case No. 24STCV30619

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
REPRESENTATIVE CLAIMS**

ASSIGNED FOR ALL PURPOSES TO HON.
DOREEN B. BOXER DEPT. 19

Trial Date: None Set
Complaint Filed: November 20, 2024

1 This Joint Stipulation and Settlement Agreement of Class Action and Representative Action
2 Claims ("Stipulation of Settlement" or "Settlement" or "Settlement Agreement") is made and entered into
3 by and between Plaintiff Giuseppe Losavio ("Named Plaintiff") and Defendant 362NCD Beverly Hills
4 LLC ("Defendant") (Named Plaintiff and Defendant are referred to together as the "Parties").

5 THE PARTIES STIPULATE AND AGREE as follows:

6 **DEFINITIONS**

- 7 1. **"Court"** means the Superior Court of the State of California for the County of Los Angeles.
- 8 2. **"Defendant's Counsel"** means Elizabeth Staggs-Wilson, Esq., and Jyoti Mittal, Esq. of
9 Littler Mendelson, P.C.
- 10 3. **"Effective Date"** shall have the meaning ascribed to it in Paragraph 38 below.
- 11 4. **"Enhancement Award"** means the payment made to Named Plaintiff in his capacity as
12 class representative, which sum is over and above his Individual Settlement Payment.
- 13 5. **"Escalator Election"** means the amount Defendant will pay in addition to the Gross
14 Settlement Amount if the total number of Workweeks exceeds 8,312 Workweeks by 10% or more (e.g.,
15 the Workweek count is greater than 9,143 Workweeks) and if Defendant elects to (1) increase the Gross
16 Settlement Amount proportionately for each additional Workweek over 9,143 Workweeks rather than (2)
17 select an end date for the Settlement Class Period and PAGA Period wherein the total number of
18 Workweeks is less than or equal to 9,143 Workweeks (**"Escalator Amount"**).
- 19 6. **"FEHA Lawsuit"** means the separate lawsuit filed by Plaintiff on January 28, 2025,
20 entitled *Giuseppe Losavio v. 362NCD Beverly Hills LLC*, in the Los Angeles County Superior Court, Case
21 No. 25STCV02261 which asserts individual claims for alleged violations of California Government Code
22 section 12940 ("FEHA"). The FEHA Lawsuit is subject to a separate confidential settlement agreement.
- 23 7. **"Final Approval Hearing"** means the hearing whereat the Court shall consider, without
24 limitations, any timely objections to the Settlement from Settlement Class Members, testimony from the
25 Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and
26 otherwise make a final determination regarding the fairness of the Settlement as set forth herein.
- 27 8. **"Final Order and Judgment"** means the Final Order Approving Class Action and PAGA
28 Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

1 9. **"Gross Settlement Amount"** means One Hundred and Seventy-Five Thousand Dollars
2 and Zero Cents (\$175,000.00). With the exception of Defendant's share of employment taxes, which shall
3 be paid separately by Defendant, the Class and PAGA Gross Settlement Amount will include all payments
4 to be made to Settlement Class Members, the LWDA, the PAGA Employees, attorneys' fees, costs
5 approved by the Court, fees to be paid to a settlement administrator, and the enhancement award to
6 Plaintiff. In no event shall Defendant be liable for the payment of any amounts exceeding the Gross
7 Settlement Amount with the exception of the employer's share of payroll taxes due and payable as a result
8 of this Gross Settlement, which shall be paid separately from the Gross Settlement Amount, or, if
9 applicable, the Escalator Amount.

10 10. **"Individual Settlement Payment"** means the portion of the Net Settlement Amount
11 payable to a Qualified Class Member.

12 11. **"LWDA"** means the California Labor & Workforce Development Agency.

13 12. **"Operative Complaint"** means the First Amended Complaint filed by Named Plaintiff in
14 the Lawsuit within ten days of the full execution of this Settlement Agreement, a copy of which is attached
15 hereto as **Exhibit B**.

16 13. **"Net Settlement Amount"** has the meaning ascribed to it in Paragraph 42, below.

17 14. **"Notice"** or **"Class Notice"** means the Notice of Pendency of Class Action in substantially
18 the form attached hereto as **Exhibit A**, and as approved by the Court.

19 15. **"PAGA Employees"** means the Settlement Class Members who worked at any time in
20 California during the PAGA Period.

21 16. **"PAGA Employee Payment"** means the payment issued to each PAGA Employee for
22 his/her/their share of the PAGA Payment.

23 17. **"PAGA Notice"** means Named Plaintiff's Notice of Labor Code Violations California
24 Labor Code Sections 2698 *Et. Seq.* that was sent to the LWDA on or about on April 19, 2024, and
25 amended within ten days of the full execution of this Settlement Agreement, a copy of which is attached
26 hereto as **Exhibit C**, LWDA Case Number: LWDA-CM-1020408-24.

27 18. **"PAGA Payment"** means the payment to the LWDA and the PAGA Employees in
28 settlement of all claims for PAGA penalties

1 19. **"PAGA Period"** means the time period from December 25, 2023, to the date of
2 preliminary approval, or an earlier date pursuant to Escalator Election.

3 20. **"Qualified Class Members"** means the Settlement Class Members who did not opt out of
4 the Settlement Agreement and who will receive a share of the Net Settlement Amount.

5 21. **"Released Parties"** collectively shall encompass Defendant and any of its past, present
6 and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, including but not
7 limited to Cipriani USA, Inc., as well as each of its past, present and future officers, directors, employees,
8 partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity
9 which could be jointly liable with Defendant.

10 22. **"Settlement Administrator"** means Apex Class Action Administration.

11 23. **"Settlement Class Counsel"** means Harout Messrelian, Esq., of Messrelian Law Inc.

12 24. **"Settlement Class Members"** means all current and former non-exempt California
13 employees of Defendant during the Settlement Class Period.

14 25. **"Settlement Class Period"** means the time period from December 25, 2023, through the
15 date of preliminary approval, or an earlier date pursuant to or an earlier date pursuant to the Escalator
16 Election.

17 26. **"Lawsuit"** means the action entitled *Giuseppe Losavio v. 362NCD Beverly Hills LLC*,
18 pending in Los Angeles County Superior Court, Case No. 24STCV30619.

19 27. **"Workweeks"** means any week where a Settlement Class Member performed work.

20 **RECITALS**

21 28. On May 21, 2025, following exchange and extensive review of relevant documents and
22 class data, the Parties engaged in a full-day mediation with experienced wage and hour class action
23 mediator Hon. Ann I. Jones (Ret.). With the assistance of Judge Jones, the Parties reached this Settlement.

24 29. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
25 claims in the Lawsuit, and the FEHA Lawsuit, and further denies that, for any purpose other than settling
26 the Lawsuit, class action or representative treatment is appropriate for the Lawsuit.

27 30. It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all
28 disputes and claims alleged in the Lawsuit and FEHA Laswsuit.

1 Complaint encompasses all of Named Plaintiff's respective claims comports with the specific labor code
2 provisions and claims in Paragraph 62, including a claim for violation of the Fair Labor Standards Act
3 (Violation of 29 U.S.C. §§ 201, *et seq.* "FLSA"), and adds Cipriani USA, Inc. as a Defendant. Defendant
4 and Cipriani USA, Inc. will not be required to file an answer to the Operative Complaint. Named Plaintiff
5 Giuseppe Losavio will also submit an amended PAGA Notice so that his letter includes all violations
6 released in Paragraph 63 below, and adds Cipriani USA, Inc.

7 38. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become
8 effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of
9 Settlement has been executed by Named Plaintiff, Defendant, Settlement Class Counsel, and Defendant's
10 Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to
11 the Settlement Class Members, providing them the opportunity to object to the Settlement, and the
12 opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has
13 held a formal fairness hearing and entered the Court's Final Order and Judgment, and notice of entry of
14 judgment is filed; and (vi) the later of the following events: five (5) calendar days after the period for
15 filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed
16 without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the
17 Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any
18 appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe;
19 five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has
20 finally and conclusively dismissed with no right to pursue further remedies or relief. If the Court declines
21 to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no
22 settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating
23 thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights
24 of any of the Parties.

25 39. Gross Settlement Amount: To implement the terms of this Settlement, Defendant agrees to
26 pay a maximum total payment of One Hundred Seventy-Five Thousand Dollars and Zero Cents
27 (\$175,000.00), which includes payments to Settlement Class Members (excluding any appropriate and
28 lawfully required employer-side payroll taxes owed by Defendant on such payments which Defendant

1 shall be separately responsible for apart from the Gross Settlement Amount), Enhancement Award to the
2 Named Plaintiff, the PAGA Payment, the Settlement Administrator's fees and costs, approved attorneys'
3 fees and litigation costs, and any other payments provided by this Settlement. Except as otherwise
4 specified herein, Defendant shall not be required to pay any additional monies beyond the amount of the
5 Gross Settlement Amount other than the employer-side payroll taxes and the Escalator Amount, if any.
6 Further, no portion of the Gross Settlement Amount and the Escalator Election, if any, shall revert to
7 Defendant, and any amount of the Gross Settlement Amount and the Escalator Election, if any, not
8 required for paying the above-referenced amounts shall be paid to the Qualified Class Members on a pro
9 rata basis according to the formula contained herein.

10 a. Defendant represents that the extrapolated total number of Workweeks worked by
11 Settlement Class Members as of May 21, 2025, is approximately 8,312 Workweeks. If the total number
12 of Workweeks exceeds this total by 10% or more (e.g., the Workweek count is greater than 9,143
13 Workweeks) for the Settlement Class Period, Defendant shall have the following options:

14 i. Pay the Escalator Amount which is calculated by increasing the Gross
15 Settlement Amount proportionately for each additional Workweek over
16 9,143 Workweeks (for example, if the Workweek count is 9,227, i.e., 11%
17 of 8,312 Workweeks, the Escalator Amount will equal \$1,750, i.e., 1% of
18 the Gross Settlement Amount); or

19 ii. Select an end date for the Settlement Class Period and PAGA Period
20 wherein the total number of Workweeks is less than or equal to 9,143
21 Workweeks.

22 40. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross
23 Settlement Amount, including the Escalator Amount, if any, will qualify as a settlement fund pursuant to
24 the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section
25 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the Settlement Administrator is hereby
26 designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of
27 the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement
28 Amount, including the Escalator Amount, if any, and any tax-related expenses arising from any income

1 tax return or other reporting document that may be required by the Internal Revenue Service or any state
2 or local taxing body will be paid from the Gross Settlement Amount.

3 41. Funding of Gross Settlement Amount: Within thirty (30) calendar days of the Effective
4 Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement
5 Amount and the Escalator Amount, if any, plus the employer's share of payroll taxes. The delivery of
6 these sums and the employer's share of payroll taxes to the Settlement Administrator shall constitute full
7 and complete discharge of the entire obligation of Defendant under this Settlement. Once Defendant has
8 made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement,
9 shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further
10 obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

11 42. Allocation of the Gross Settlement Amount: After the deduction of the amounts approved
12 for the Enhancement Award to the Named Plaintiff, the PAGA Payment, the Settlement Administrator's
13 costs, Settlement Class Counsel's fees and expenses from the Gross Settlement Amount, including the
14 Escalator Amount, if any, the remainder shall be referred to as the Net Settlement Amount.

15 a. The Net Settlement Amount shall be divided among the Qualified Class Members
16 on a pro-rata basis, based upon the following:

- 17 i. Each Qualified Class Member's workweek count, which shall be the sum
18 of the total number of Workweeks the Qualified Class Member worked
19 during the Settlement Class Period;
20 ii. Divided by the combined sum of all Qualified Class Members' workweek
21 counts; and
22 iii. Multiplied by the value of the Net Settlement Amount.

23 b. The Parties agree that if any Qualified Class Member disputes the basis for
24 determining their share of the Settlement, Defendant's records shall presumptively control unless the
25 Qualified Class Member can produce documentation evidence of other workweeks worked during the
26 relevant time period. The Parties further agree that any dispute that cannot be resolved by Settlement
27 Class Counsel and Defendant's Counsel may be brought before the Court before final approval of the
28 Class Settlement.

1 c. To the extent that amounts for attorneys' fees and costs and the Enhancement
2 Award outlined below are not approved by the Court, such amounts will be reallocated to the Net
3 Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.

4 d. The Parties agree that all of the Net Settlement Amount distributed to each
5 Qualified Class Member will be allocated as follows: twenty percent (20%) as alleged unpaid wages and
6 eighty percent (80%) as alleged penalties and unpaid interest. The Settlement Administrator will issue an
7 IRS W-2 to each Qualified Class Member for the portion of each Individual Settlement Payment allocated
8 as alleged unpaid wages and subject to applicable tax withholdings. The Settlement Administrator shall
9 issue an IRS Form 1099-MISC to each Qualified Class Member for the portion of each Individual
10 Settlement Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll
11 tax withholdings. The Parties further agree that the PAGA Payment distributed to each PAGA Employee
12 will be treated entirely as civil penalties and will be reported as such to each PAGA Employee on an IRS
13 Form 1099-MISC, if applicable.

14 e. Within ten (10) calendar days of the transfer of the Gross Settlement Amount,
15 including the Escalator Amount, if any, to the Settlement Administrator, and only upon the Effective Date
16 being met, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to
17 Qualified Class Members; (2) the Attorney Fee Award and Cost Award to Settlement Class Counsel for
18 attorneys' fees and costs, as approved by the Court; (3) the Enhancement Award paid to the Named
19 Plaintiff, as approved by the Court; (4) Administrative Costs, as approved by the Court; and (5) the PAGA
20 Payment to the LWDA and PAGA Employees, as approved by the Court.

21 f. Qualified Class Members and PAGA Employees must cash or deposit their
22 Individual Settlement Payment and PAGA Employee Payment checks within one hundred eighty (180)
23 days from the date of issuance of the check. If any checks are not redeemed or deposited within ninety
24 (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating
25 that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-
26 negotiable. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period
27 after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar
28 days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement

1 Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated
2 with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining
3 uncashed, shall be delivered to the State of California's State Controller Unclaimed Property Fund with
4 an identification of the amount of unclaimed funds attributable to each Qualified Class Member and
5 PAGA Employee.

6 43. PAGA Payment: Subject to the Court's Approval, up to a maximum of Ten Thousand
7 Dollars and Zero Cents (\$10,000.00) shall be allocated from the Gross Settlement Amount as the PAGA
8 Payment. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), representing 75% of the
9 PAGA Payment, shall be paid to the LWDA. Two Thousand Five Hundred Dollars and Zero Cents
10 (\$2,500.00), representing 25% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA
11 Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in
12 their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee
13 Payments, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among
14 the PAGA Employees on a pro-rata basis, based upon the following:

15 a. Each PAGA Employee's pay period count, which shall be the sum of the total
16 number of pay periods the PAGA Employee worked during the PAGA Periods;
17 b. Divided by the combined sum of all PAGA Employees' pay period counts; and
18 c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA
19 Employees.

20 44. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual
21 Settlement Payments, PAGA Employee Payments, and the Enhancement Award shall not be utilized to
22 calculate any additional benefits under any benefit plans to which Named Plaintiff, Settlement Class
23 Members and/or PAGA Employees may be eligible including, but not limited to: retirement plans, profit-
24 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave
25 plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Settlement
26 will not affect any rights, contributions, or amounts to which Named Plaintiff, Settlement Class Members,
27 and PAGA Employees may be entitled under any benefit plans.

28 45. Settlement Administrator: The Settlement Administrator shall be Apex Class Action

Administration (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately Six Thousand Four Hundred Ninety Dollars and Zero Cents (\$6,490.00), shall be paid through the Gross Settlement Amount.

46. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Settlement Class Counsel may petition the Court for attorneys' fees, which collectively shall not exceed Thirty-Three and One Third percent (33.33%) of the Gross Settlement Amount, including the Escalator Amount, if any, plus reasonable costs/expenses not to exceed Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00), subject to approval by the Court. Defendant will not object to Settlement Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Settlement Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. Settlement Class Counsel shall not be entitled to further fees or costs from Defendant if they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Settlement Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Named Plaintiff and Defendant shall bear their own attorneys' fees and costs, except as provided herein.

47. Named Plaintiff's Enhancement Award: Settlement Class Counsel will not seek more than Ten Thousand Dollars and Zero Cents (\$10,000.00) for Named Plaintiff, respectively, in recognition for his service as class and PAGA representative, which shall be paid from the Gross Settlement Amount. It is understood that the Enhancement Award are in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Named Plaintiff is entitled. The Enhancement Award shall not be deemed wages and will be reported on an IRS Form 1099-MISC, if applicable.

48. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments

1 and withholding all required state and federal taxes in accordance with this Stipulation of Settlement. The
2 Settlement Administrator will issue an IRS W-2 to each Qualified Settlement Class Member for the
3 portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable
4 tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Qualified
5 Settlement Class Member for the portion of each Individual Settlement Payment allocated as alleged
6 unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Settlement
7 Administrator will also issue IRS Forms 1099 to: (1) Named Plaintiff for the Enhancement Award; (2) the
8 PAGA Employees for their portion of the PAGA Payment; and (3) Settlement Class Counsel for the
9 amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing
10 these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendant's
11 share of payroll taxes to the appropriate government agencies on behalf of Defendant. Named Plaintiff
12 and Settlement Class Counsel will be responsible for correctly characterizing this compensation for tax
13 purposes and for paying any taxes on the amounts received.

14 49. Indemnification: Named Plaintiff and Settlement Class Counsel acknowledge and agree
15 that they are and will be responsible for the payment of any and all Federal, State, and Local taxes or
16 penalties associated with their respective allocated portions of the payments described herein, and agree
17 to indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal,
18 State, or Local taxing authority that Named Plaintiff or Settlement Class Counsel failed to pay or
19 underpaid his or their share of taxes associated with the payments set forth in this Settlement. The Parties
20 acknowledge and agree that Settlement Class Counsel is not responsible for the payment of any Federal,
21 State, and Local taxes or penalties associated with payments to Named Plaintiff and Qualified Settlement
22 Class Members.

23 NOTICE TO THE SETTLEMENT CLASS

24 50. Within forty-five (45) calendar days of preliminary approval of this Settlement by the
25 Court, Defendant shall provide to the Settlement Administrator a database containing the following
26 information ("Class Member List"):

27 a. The full name, last known address, last known telephone number, and full social
28 security number of all Settlement Class Members; and

1 b. The information necessary to determine the estimated settlement allocation to each
2 Settlement Class Member and PAGA Employee, including without limitation, the total number of
3 workweeks worked by each Settlement Class Member, and the total number of pay periods worked by
4 each PAGA Employee within the Settlement Periods.

5 51. The Settlement Administrator (along with any of its agents) shall represent and warrant
6 that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards,
7 including a reasonable security protocol, for any personally identifiable information ("PII"), which it
8 receives from Defendant's Counsel and/or Settlement Class Counsel; (2) not disclose the PII to third
9 parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use
10 the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice
11 if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The Settlement
12 Administrator may provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure,
13 modification or destruction; however, all additional communications from the Settlement Administrator
14 regarding the scope, circumstances, and substance shall be communicated solely to Defendant.

15 52. The Settlement Administrator shall send a Notice to each Settlement Class Member by
16 first-class mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing
17 the Notice, the Settlement Administrator shall update the addresses of the Settlement Class Members by
18 reference to the National Change of Address Database maintained by the United States Postal Service. If
19 a Notice is returned as nondeliverable but with a forwarding address, the Settlement Administrator shall
20 resend the Notice to the forwarding address. If a Notice is returned as nondeliverable with no forwarding
21 address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current
22 address of the person to whom the Notice was addressed, and shall resend the Notice to any updated
23 address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to have
24 satisfied their obligations to provide the Notice to the affected Settlement Class Members.

25 53. The Settlement Administrator shall provide to the Court, concurrently with Named
26 Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to
27 the mailing of the Notices.

28 54. The Settlement Administrator shall also be responsible for:

- 1 a. Mailing the Notice as directed by the Court;
- 2 b. Consulting with counsel for the Parties concerning any relevant issue, including
- 3 (without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA
- 4 Employee Payments, and the acceptance of any late or deficient disputes;
- 5 c. Keeping track of timely and proper requests for exclusion;
- 6 d. Calculation of the Individual Settlement Payments, PAGA Employee Payments,
- 7 and the PAGA Payment to the LWDA;
- 8 e. Providing weekly status reports to counsel for the Parties, including: (a) the number
- 9 of Notices mailed (including information regarding undeliverable and/or emailed Notices); (b) the number
- 10 of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d)
- 11 the number of requests for exclusion received;
- 12 f. Notifying Defendant's Counsel of the wiring instructions to fund the Gross
- 13 Settlement Amount, including the Escalator Election, if any, as approved by the Court;
- 14 g. Preparing the checks containing the Individual Settlement Payments;
- 15 h. Distributing and paying the Enhancement Award, Individual Settlement Payments,
- 16 PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Settlement
- 17 Class Counsel;
- 18 i. Issuing tax forms and addressing employer and employee-side payroll taxes; and
- 19 j. Such other tasks as the Parties mutually agree or the Court orders the Settlement
- 20 Administrator to perform, including responding to questions from Settlement Class Members.

21 **REQUESTS FOR EXCLUSION**

22 55. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing

23 of the Notice within which to complete and postmark a written request for exclusion, for return to the

24 Settlement Administrator. The written request for exclusion must: (1) state the Settlement Class

25 Member's name, address, telephone number, and social security number or employee identification

26 number; (2) state the Settlement Class Member's intention to exclude themselves from or opt-out of the

27 Settlement (e.g. "I want to exclude myself from this settlement. I also understand that I retain all rights to

28 sue Defendant for the claims asserted in this lawsuit."); (3) be addressed to the Settlement Administrator;

(4) be signed by the Settlement Class Member or their or his or her lawful representative; and (5) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced below for eligible Settlement Class Members). No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) calendar days from their original deadline to postmark a request for exclusion. Settlement Class Members are responsible for maintaining a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

56. Any Settlement Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement, except as to the PAGA Employees who shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release, and any Settlement Class Member who validly excludes himself/herself/themselves shall not be entitled to any portion of the Net Settlement Amount.

57. If 10% of Settlement Class Members timely opt out of the Settlement by submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen (15) calendar days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event Defendant rescinds the settlement, Defendant shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

OBJECTIONS TO THE SETTLEMENT

58. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) days from their original deadline to object to postmark an objection. Any Settlement Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Settlement Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall inform the Settlement Administrator in writing and (1) state the Objecting Class Member's name, address, telephone number, and social security number or employee identification number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement Administrator; (7) be signed by the Objecting Class Member or their or his or her lawful representative; and (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced above for eligible Settlement Class Members). Regardless of whether a Settlement Class Member timely submitted a written objection, a Settlement Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the class action settlement, may do so. Settlement Class Members shall have no right to object to the PAGA release or PAGA Payment.

59. Any Settlement Class Member who fails to timely submit an objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

60. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

61. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage

1 Settlement Class Members to submit written objections to the Settlement or to appeal from the Court's
2 Final Order and Judgment. Settlement Class Counsel shall not represent any Settlement Class Members
3 with respect to any such objections to this Settlement.

4 **RELEASE OF CLAIMS BY NAMED PLAINTIFF, QUALIFIED CLASS MEMBERS, AND**
5 **PAGA EMPLOYEES**

6 62. The "Released Claims". Upon the date the Settlement is funded, the Qualified Class
7 Members will release and discharge Defendant and the Released Parties from the claims asserted in the
8 Operative Complaint and Named Plaintiff's Amended PAGA Notice predicated on the factual allegations
9 of the Operative Complaint during the Settlement Class Period and PAGA Period. Upon final approval
10 by the Court, the claims released by the Qualified Class Members will include:

11 a. The claims alleged in the Operative Complaint, including, but not limited to: (1)
12 failure to pay overtime wages; (2) failure to pay all wages and minimum wages; (3) failure to provide
13 meal periods; (4) failure to provide rest periods; (5) failure to pay any and all meal and/or rest premiums;
14 (6) failure to timely furnish accurate itemized wage statements; (7) failure to timely pay wages during
15 employment; (8) failure to pay unused vested paid vacation time; (9) waiting time penalties; (10) failure
16 to maintain accurate and complete payroll records; (11) unlawful deductions from tips; (12) failure to
17 provide proper and accurate sick pay; (13) failure to provide suitable seating and rest break facilities; (14)
18 failure to reimburse business expenses; (15) failure to provide cooldown periods; (16) violation of
19 Business and Professions Code § 17200, *et seq.*; and (17) violation of the California Private Attorneys
20 General Act of 2004 (Labor Code §§ 2698, *et seq.*); and any claims that could have been pled under federal
21 law, including the FLSA (including but not limited to alleged violations of 29 U.S.C. § 207, 211 & 29
22 C.F.R. § 516.2(b)) (pursuant to *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 586-590 (2010);
23 *Rangel v. PLS Check Cashers of CA*, 899 F.3d 1106, 1112 (9th Cir. 2018), which confirm an opt-in process
24 is not required to obtain a release of FLSA claims in a state court class action settlement), California
25 common law, including under and the California Business and Professions Code concerning the Plaintiff
26 or the putative class, and claims for interest, penalties (including but not limited to waiting time penalties),
27 as well as any claims under the California Labor Code for violations of Labor Code sections 96, 98.6,
28 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206.5, 210,

1 212, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 234, 245, 246,
2 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 558.1, 1101, 1102.5,
3 1174, 1174.5, 1182.12, 1194, 1194.2, 1195.5, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1290, 1292,
4 1293, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815,
5 2673, 2698 *et seq.*, 2699, 2699.3, 2699.5 2800, 2802, 2810.5, 3366, 3395, 3457, 8397.4, applicable IWC
6 Wage Orders; and California Code of Regulations, Title 8, sections 11000 *et seq.* and 3395, including
7 claims for injunctive relief, declaratory relief, restitution, as well as those claims predicated on the same
8 or similar facts and/or claims alleged in the Lawsuit or PAGA Notice.

9 b. In addition, to the extent required by law, the cashing of the settlement check by
10 the Qualified Class Member shall be deemed to be an opt-in for purposes of releasing Released Parties
11 from any claims predicated under the FLSA as outlined in the Operative Complaint. The Administrator
12 shall include a legend on the settlement check stating, "By cashing this check, I am opting into the
13 settlement in *Giuseppe Losavio v. 362NCD Beverly Hills LLC, Los Angeles County Superior Court, Case*
14 *No. 24STCV30619*, under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), and
15 releasing the Released Claims described in the Settlement Agreement."

16 63. Release of PAGA Claims. Upon the date the Settlement is funded, Named Plaintiff and
17 the PAGA Employees hereby do and shall be deemed to have fully, finally, and forever released, settled,
18 compromised, relinquished and discharged any and all of the Released Parties of and from any and all
19 claims for violation of the California Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*),
20 ("PAGA claims") as alleged in the Operative Complaint, which includes those alleged in the Ameded
21 PAGA Notice sent to the LWDA by Named Plaintiff that arose at any time during the PAGA Period,
22 including, but not limited to: (1) failure to pay overtime wages; (2) failure to pay all wages and minimum
23 wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to timely furnish
24 accurate itemized wage statements; (6) failure to timely pay wages during employment; (7) failure to pay
25 unused vested paid vacation time; (8) waiting time penalties; (9) failure to maintain accurate and complete
26 payroll records; (10) unlawful deductions from tips; (11) failure to provide proper and accurate sick pay;
27 (12) failure to provide suitable seating and rest break facilities; (13) failure to reimburse business
28 expenses; (14) failure to provide cooldown periods; any claims under the California Labor Code for

violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206.5, 210, 212, 221, 222, 222.5, 223, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 231, 232, 232.5, 233, 234, 245, 246, 351, 353, 404, 432, 432.3, 432.5, 432.7, 432.8, 450, 510, 511, 512, 551, 552, 558, 558.1, 1101, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1195.5, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1290, 1292, 1293, 1294.1, 1301, 1391, 1475, 1527, 1695.55, 1696.5, 1700.31, 1771, 1774, 1775, 1776, 1811, 1815, 2673, 2698 *et seq.*, 2699, 2699.3, 2699.5 2800, 2802, 2810.5, 3366, 3395, 3457, 8397.4, applicable IWC Wage Orders; and California Code of Regulations, Title 8, sections 11000 *et seq.* and 3395, as well as those claims predicated on the same or similar facts and/or claims alleged in the Lawsuit or PAGA Notice The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The PAGA Employees are bound by the release of the PAGA Claims regardless of whether they cash or deposit their PAGA Employee Payment.

64. Named Plaintiff's Claims. In addition, as to the claims of Named Plaintiff, the Released Claims further include, without limitation, any and all claims whatsoever regarding Plaintiff's respective employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the employment relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law. Named Plaintiff shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Named Plaintiff, for himself, have read Section 1542 of the Civil Code of the State of California, which provides as follows:

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

7 Named Plaintiff understands that Section 1542 gives the right not to release existing claims of
8 which he is not now aware, unless Named Plaintiff voluntarily chooses to waive this right. Having been
9 so apprised, Named Plaintiff nevertheless voluntarily waive the rights described in Section 1542, and
10 elects to assume all risks for claims that now exist in their favor, known or unknown. The release of the
11 claims of Named Plaintiff as set forth in this Paragraph is a condition precedent to enforcement of the
12 Settlement Agreement, and, the Parties agree to execute a confidential, individual settlement agreement
13 and release of claims as to Plaintiff's non class and/or PAGA claims.

14 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION**

15 65. For settlement purposes only, the Parties agree that the Settlement Class as defined in
16 Paragraph 24, above, may be certified in the Lawsuit. The Parties are not certifying any PAGA claims.
17 In support of this Agreement, Named Plaintiff will request that the Court certify for settlement purposes
18 the Settlement Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose
19 or object to.

20 66. Settlement Class Counsel shall promptly submit this Stipulation of Settlement to the Court
21 in support of Named Plaintiff's Motion for Preliminary Approval and for determination by the Court as
22 to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon
23 execution of this Stipulation of Settlement, Settlement Class Counsel shall apply to the Court for the entry
24 of an order substantially in the following form:

25 a. Scheduling of the Final Approval Hearing on the question of whether the proposed
26 Settlement, including payment of attorneys' fees and costs and the Enhancement Award should be finally
27 approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the
28 PAGA Settlement;

- 1 b. Certifying the Settlement Class for purposes of the Settlement;
- 2 c. Approving the Class Notice attached hereto as **Exhibit A**;
- 3 d. Directing the mailing of the Notice by first-class mail to the Settlement Class
- 4 Members and PAGA Employees; and
- 5 e. Preliminarily approving the Settlement subject only to the objections of the
- 6 Settlement Class Members and final review by the Court.

7 67. The Parties will work cooperatively to mutually agree upon the form and content of the

8 Notice, as well as the Proposed Order Granting Preliminary Approval.

9 68. Named Plaintiff and Settlement Class Counsel will not make any public disclosure of the

10 Settlement until after the filing of the motion for preliminary approval of the Settlement. Named Plaintiff

11 and Settlement Class Counsel represent that they have not made any such disclosure. Named Plaintiff,

12 Defendant, Defendant's Counsel and Settlement Class Counsel shall not encourage members of the

13 Settlement Class to opt-out. Settlement Class Counsel will take all steps necessary to ensure that Named

14 Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosure of

15 the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Settlement

16 Class Counsel and Named Plaintiff agree not to publicize the terms of this Settlement with the media,

17 including but not limited to, any newspaper, journal, magazine, website and/or online reporter of

18 settlements or on any website.

19 **DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL**

20 69. Following final approval by the Court of the Settlement provided for in this Stipulation of

21 Settlement, Settlement Class Counsel shall submit a proposed Final Order and Judgment in approximately

22 the following form and with input from Defendant's Counsel: Approving the Settlement, adjudging the

23 terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions

24 including the approval of Settlement Class Counsel's application for an award of attorneys' fees and costs

25 and the Enhancement Award to the Named Plaintiff. The Parties will work cooperatively to mutually

26 agree upon the form and content of the proposed Final Order and Judgement.

27 70. Provided the Judgment is consistent with the terms and conditions of this Agreement, the

28 Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to

1 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new
2 trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to
3 oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to
4 perform under this Agreement will be suspended until such time as the appeal is finally resolved and the
5 Judgment becomes final, except as to matters that do not affect the amount of the Class Settlement Amount
6 and/or the PAGA Settlement Amount.

7 **VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED**

8 71. Subject to the obligations of mutual full cooperation set forth herein, either Named Plaintiff
9 or Defendant may terminate this Settlement if after submitting the settlement for approval to the Court,
10 the Court declines to enter the preliminary approval order, the final approval order, or judgment in
11 substantially the form submitted by the Parties, or if the Stipulation of Settlement as agreed does not
12 become final because of appellate court action. The terminating party shall give to the other party (through
13 counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving
14 notice that one of the enumerated events has occurred. Termination shall have the following effects:

15 a. The Settlement Agreement shall be terminated and shall have no force or effect,
16 and no Party shall be bound by any of its terms.

17 b. In the event the Settlement Agreement is terminated, Defendant shall have no
18 obligation to make any payments to any party, Settlement Class Member, PAGA Employee, or attorney.
19 If there are any fees incurred by the Settlement Administrator and the settlement is terminated by
20 Defendant, Defendant shall solely be responsible for any costs and fees incurred by the Settlement
21 Administrator.

22 c. The preliminary approval order, final approval order and judgment shall be vacated.

23 d. The Stipulation of Settlement and all negotiations, statements and proceedings
24 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored
25 to their respective positions prior to the Settlement.

26 e. Except as otherwise discoverable, neither this Settlement Agreement nor any
27 ancillary documents, actions, statements or filings in furtherance of settlement (including all matters
28 associated with the mediation) shall be admissible or offered into evidence in the Lawsuit or any other

1 action for any purpose whatsoever, except that Named Plaintiff may reveal information that Defendant
2 may have marked as confidential under the mediation privilege including the data, documents, and
3 sampling exchanged for mediation purposes for the purpose of presenting the Court with information
4 supporting the fairness, reasonableness or adequacy of the Settlement.

5 **PARTIES' AUTHORITY**

6 72. The signatories hereto hereby represent that they are fully authorized to enter into this
7 Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

8 **MUTUAL FULL COOPERATION**

9 73. The Parties agree to fully cooperate with each other to accomplish the terms of this
10 Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such
11 action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The
12 Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by
13 this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or
14 otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable
15 after execution of this Stipulation of Settlement, Settlement Class Counsel shall take all necessary steps
16 to secure the Court's final approval of this Stipulation of Settlement.

17 **NO PRIOR ASSIGNMENTS**

18 74. The Parties and their respective counsel represent, covenant and warrant that they have not,
19 directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to
20 any person or entity any portion of any liability, claim, demand, action, cause of action or right herein
21 released and discharged except as set forth herein.

22 **NO ADMISSION**

23 75. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be
24 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
25 Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the
26 intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendant
27 denies liability and denies that Named Plaintiff would ultimately be entitled to certify a class as defined
28 in the Operative Complaint.

1 **BREACH AND ENFORCEMENT ACTIONS**

2 76. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code
3 of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach
4 of this Settlement, the nonbreaching Party shall provide notice to the breaching party and request that the
5 breaching party cure any alleged breach. If the breach is not cured within thirty (30) days of said notice,
6 the nonbreaching party may pursue legal action or other proceeding against any other breaching party or
7 parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under
8 this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties
9 shall be entitled to recover from the unsuccessful party or parties attorneys' fees and costs, including
10 expert witness fees incurred in connection with any enforcement actions. All such disputes shall be
11 resolved by the Court.

12 **NOTICES**

13 77. Unless otherwise specifically provided herein, all notices, demands or other
14 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
15 the third business day after mailing both electronically and by United States registered or certified mail,
16 return receipt requested, and addressed as follows:

17 **To Named Plaintiff, the Settlement Class, and Settlement Class Counsel:**

18
19 Harout Messrelian, Bar No. 272020
hm@messrelianlaw.com
20 MESSRELIAN LAW INC.
101 N. Brand Blvd., Suite 1450 Glendale, CA
91203
21 Telephone: 818.484.6531
22 Facsimile: 818.956.1983

23 **To Defendant and Defendant's Counsel:**

24 Elizabeth Staggs Wilson, Bar No. 183160
estaggs-wilson@littler.com
25 LITTLER MENDELSON, P.C.
633 West 5th Street
63rd Floor
26 Los Angeles, California 90071
Telephone: 213.443.4300
27 Facsimile: 800.715.1330

28 Jyoti Mittal, Bar No. 288084
jmittal@littler.com

1 LITTLER MENDELSON, P.C.
2 2049 Century Park East,
3 5th Floor
4 Los Angeles, California 90067.3107
5 Telephone: 310.553.0308
6 Facsimile: 800.715.1330

CONSTRUCTION

7 78. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are
8 the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of
9 Settlement shall not be construed in favor of or against any party by reason of the extent to which any
10 Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

11 79. Paragraph titles or captions contained herein are inserted as a matter of convenience and
12 for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or
13 any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

14 80. This Stipulation of Settlement may not be changed, altered or modified, except in writing
15 and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be
16 discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

17 81. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by
18 reference, contain the entire agreement between the Parties relating to the settlement and transaction
19 contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and
20 statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged
21 herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

22 82. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties
23 hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

SETTLEMENT CLASS MEMBER SIGNATORIES

24 83. It is agreed that because the Settlement Class Members are so numerous, it is impossible

1 or impractical to have each member execute this Stipulation of Settlement. The Class Notice, **Exhibit A**
2 hereto, will advise the Settlement Class Members of the binding nature of the release, and the release shall
3 have the same force and effect as if this Stipulation of Settlement were executed by each member.

4
5 **COUNTERPARTS**

6 84. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures,
7 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
8 deemed an original and, when taken together with other signed counterparts, shall constitute one
9 Stipulation of Settlement binding upon and effective as to all Parties.

10 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
11 Stipulation of Settlement and Release between Named Plaintiff and Defendant as of the date(s) set forth
12 below:

13 Dated: _____, 2026

14 _____
Giuseppe Losavio
Plaintiff and Class Representative

15
16 Dated: ___ May 14 ___, 2026

17 _____
Vincent Ottomanelli
Chief Financial Officer for
18 362NCD BEVERLY HILLS LLC

19 **APPROVED AS TO FORM AND CONTENT**

20 Dated: _____, 2026

21 MESSRELIAN LAW INC.

22
23 _____
24 Harout Messrelian
Attorneys for Plaintiff
25 GIUSEPPE LOSAVIO

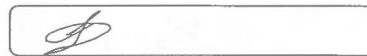
1 or impractical to have each member execute this Stipulation of Settlement. The Class Notice, **Exhibit A**
2 hereto, will advise the Settlement Class Members of the binding nature of the release, and the release shall
3 have the same force and effect as if this Stipulation of Settlement were executed by each member.

4
5 **COUNTERPARTS**

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7 and when each party has signed and delivered at least one such counterpart, each counterpart shall be
8 deemed an original and, when taken together with other signed counterparts, shall constitute one
9 Stipulation of Settlement binding upon and effective as to all Parties.

10 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint
11 Stipulation of Settlement and Release between Named Plaintiff and Defendant as of the date(s) set forth
12 below:

13 Dated: 5/15/2026, 2026


ID zNxqQh8J4Yj4ayeS4fpG5tbR

Giuseppe Losavio
Plaintiff and Class Representative

16 Dated: _____, 2026

Vincent Ottomanelli
Chief Financial Officer for
362NCD BEVERLY HILLS LLC

19 **APPROVED AS TO FORM AND CONTENT**

20 Dated: 05/15, 2026

MESSRELIAN LAW INC.


ID KYhMeu5Fr4NSEpB2ytAe7KxZ

Harout Messrelian
Attorneys for Plaintiff
GIUSEPPE LOSAVIO

1 Dated: May 15, 2026

LITTLER MENDELSON P.C.



Elizabeth Staggs Wilson
Jyoti Mittal

Attorneys for Defendant
362NCD Beverly Hills LLC

eSignature Details

Signer ID: zNxqQh8J4Yj4ayeS4fpG5tbR
Signed by: GIUSEPPE LOSAVIO
Sent to email: giuseppelosavio77@gmail.com
IP Address: 76.168.171.209
Signed at: May 15 2026, 3:51 pm PDT

Signer ID: KYhMeu5Fr4NSEpB2ytAe7KxZ
Signed by: Harout Messrelian
Sent to email: hm@messrelianlaw.com
IP Address: 69.234.47.40
Signed at: May 15 2026, 3:57 pm PDT