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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

ORLANDO ROBLES, as an individual, on behalf of himself, and all persons similarly situated,  
Plaintiff,  
v.

JETRO HOLDINGS, LLC, a Delaware limited liability company authorized to do business in California; and DOES 1 through 50 inclusive,  
Defendants.

JUAN ESTRADA, individually and on behalf of himself and all others similarly situated,  
Plaintiff,  
v.

JETRO HOLDINGS, LLC, a Delaware limited liability company; RESTAURANT DEPOT, LLC, a Delaware limited liability company; and DOES 1-50, inclusive,  
Defendants.

Case No. 37-2021-00015414-CU-OE-CTL  
*Consolidated with:*  
*Case No. 37-2021-00040900-CU-OE-CTL*  
*Case No. 37-2021-00050278-CU-OE-CTL*

ASSIGNED FOR ALL PURPOSES TO JUDGE Eddie C. Sturgeon, Dept. C-67  
**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE**

Trial Date November 3, 2023  
Robles Complaint Filed: April 7, 2021

1 This Joint Stipulation of Class Action and PAGA Settlement Agreement and Release and  
2 Stipulation is entered into between Defendants Jetro Holdings, LLC and Restaurant Depot, LLC  
3 (“Defendants”) and Plaintiffs Orlando Robles and Juan Estrada (“Named Plaintiffs”) in the Action (as  
4 defined below).

### 5 DEFINITIONS

6 1. Action. The “Action” means the consolidated lawsuits entitled *Orlando Robles*  
7 *et al. v. Jetro Holdings, LLC et al., Case Numbers* Case Nos. 37-2021-00015414-CU-OE-CTL, 37-  
8 2021-00040900-CU-OE-CTL, and 37-2021-00050278-CU-OE-CTL pending in the San Diego  
9 County Superior Court.

10 2. Agreement. “Agreement” shall refer to the instant Joint Stipulation of Class  
11 Action and PAGA Settlement Agreement and Release.

12 3. Class Counsel. “Class Counsel” means Graham Hollis and Dawn Berry of  
13 Graham Hollis, APC and James Hawkins, Christina Lucio, and Mitchell Murray of James Hawkins  
14 APLC. Class Counsel are Co-Lead Counsel.

15 4. Class Members and the Class. “Class Members” and the “Class” mean all  
16 current and former non-exempt employees of Defendants in California during the Class Period, other  
17 than those who opt-out (see Paragraphs 21 and 60c.)

18 5. Class Notice. “Class Notice” means the document mutually agreed upon by the  
19 Parties and approved by the Court to be sent to the Class Members in English and Spanish following  
20 preliminary approval that includes the scope of release language for Settled Claims, notifies Class  
21 Members of the Settlement, explains the Settlement and Class Members’ options, including how Class  
22 Members may opt out or object to the Settlement, and explains the facts and methods based on which  
23 the Class Member’s estimated settlement payments are calculated, substantially in the form attached  
24 hereto as “**Exhibit A**”.

25 6. Class Period. “Class Period” means from September 24, 2017 through May 8,  
26 2023.

27 7. Complaint. “Complaint” means the Consolidated Class and Representative  
28 Action Complaint filed in the Action, filed with the San Diego County Superior Court on March 18,

1 2022, as well as prior versions of the complaints filed in the consolidated action, or prior to the three  
2 lawsuits (numbers listed on the caption page) being consolidated.

3 8. The Court. The “Court” refers to the San Diego County Superior Court or other  
4 court or courts that will approve the Action, whether individually or together.

5 9. Day. “Day” refers to a calendar day(s) unless otherwise stated. If any  
6 designated date or deadline falls on a weekend or holiday, the designated date or deadline will occur  
7 on the next business day.

8 10. Defendants. “Defendants” means Jetro Holdings, LLC and Restaurant Depot,  
9 LLC.

10 11. Effective Date. “Effective Date” means the first business day following the  
11 last of the following occurrences: (i) if no Class Member and/or PAGA Member timely and properly  
12 intervenes, files a timely motion to vacate the Final Judgment under, or objects or otherwise challenges  
13 the Settlement, then 31 days after the Court enters an Order Granting Final Approval of the Settlement  
14 and Final Judgment; (ii) if a Class Member and/or PAGA Member timely intervenes or files a timely  
15 motion to vacate the Final Judgment or objects or otherwise challenges the Settlement, then sixty-one  
16 (61) days following the date the Court enters an Order Granting Final Approval of Settlement and  
17 Final Judgment, assuming no appeal is filed; or (iii) if a Class Member and/or PAGA Member timely  
18 intervenes or files a motion to vacate the Final Judgment, or objects or otherwise challenges the  
19 Settlement, and files a timely appeal, then the date of final resolution of that appeal (including any  
20 requests for rehearing and/or petitions for *certiorari*), resulting in final and complete judicial approval  
21 of the Settlement in its entirety, with no further challenge to the Settlement being possible. Defendants  
22 shall deposit all sums necessary to fund the Settlement after the Effective Date based on the schedule  
23 explained in Paragraph 65 of this Agreement. In the event an appeal, writ, motion challenging the  
24 judgment or other collateral attack is made after the Effective Date, the funds shall not be distributed  
25 until all challenges are resolved in a manner that upholds the Settlement in its entirety and shall be  
26 returned if the Agreement is not finally and completely approved in all respects.

1           12.    Exclusion Period. The “Exclusion Period” means the time period commencing  
2 on the date the Class Notice is mailed to Class Members via First Class U.S. and ending sixty (60)  
3 days later on the deadline to submit an Opt-Out Request or Objection.

4           13.    Final Judgment. “Final Judgment” means the judgment entered and filed by  
5 the Court that: (1) finally approves this Agreement and the Settlement and disposes all class issues  
6 raised in this Action, bars through collateral estoppel and/or res judicata Settlement Class Members  
7 from reasserting Settled Claims against Released Parties; (2) finally approves this Agreement and the  
8 Settlement and disposes all PAGA issues and claims raised in this Action, bars through collateral  
9 estoppel and/or res judicata PAGA Members from reasserting PAGA Claims against Released Parties;  
10 and (3) awards and orders the payment of all required amounts pursuant to the terms of this Agreement  
11 (approved Class Counsel’s attorneys’ fees and costs, Settlement Payments to Class Members and  
12 PAGA Payments to PAGA Members, *etc.*). The Final Judgment will constitute a binding and final  
13 resolution of any and all claims by the Named Plaintiffs and all Settlement Class Members as to all  
14 Settled Claims and all PAGA Members as to all Settled PAGA Claims as set forth in this Agreement.

15           14.    Final Settlement Approval Hearing. “Final Settlement Approval Hearing”  
16 means the hearing at which the Court shall consider the motion for final approval of this Settlement  
17 and determine whether to fully and finally approve the fairness and reasonableness of this Settlement  
18 and Agreement, and enter an order barring through collateral estoppel and/or res judicata Settlement  
19 Class Members from asserting Settled Claims against Released Parties and all PAGA Members from  
20 pursuing Settled PAGA Claims against Released Parties.

21           15.    Funding Payment. “Funding Payment” means the payment remitted to the  
22 Settlement Administrator (“SA”) by or on behalf of Defendants following Final Judgment and the  
23 Effective Date in full and complete discharge of the entire monetary obligation of Defendants in an  
24 amount equal to the GSA, which, as set forth herein, shall satisfy all outstanding and awarded  
25 Settlement Payments, PAGA Payments, attorneys’ fees and costs awarded to Class Counsel, the  
26 Named Plaintiffs’ enhancement awards as awarded by the Court, outstanding payments to the SA as  
27 approved by the Court for settlement administration costs, the employer’s share of payroll taxes and  
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1 the payment to the Labor Workforce Development Agency (or “LWDA”), minus any amounts already  
2 paid under the Agreement.

3 16. Gross Settlement Amount or GSA. “Gross Settlement Amount” or “GSA” is  
4 the maximum potential value of the settlement, which is Four Million and One Hundred Thousand  
5 Dollars (\$4,100,000.00). The Gross Settlement Amount is the maximum amount Defendants can be  
6 required to pay under this Settlement, including: (1) Payments to the Class Members for their share  
7 of the Net Settlement Amount (defined below); (2) Payments to the PAGA Members of their share of  
8 the PAGA Employee Fund; (3) Counsel’s attorneys’ fees (“Attorneys’ Fees”); (4) Counsel’s Litigation  
9 Costs and Expenses (“Litigation Costs”); (5) settlement administration costs (“Settlement  
10 Administration Costs”); (6) payment of a Service Award to Plaintiffs; (7) the payment to the LWDA  
11 of its share of Net Settlement Amount; and (8) all employment taxes for employee side wages. All  
12 employer side taxes will be paid separate and apart from the GSA.

13 17. Last Known Address. “Last Known Address” means the most recently  
14 recorded mailing address for a Class Member and/or PAGA Member contained in Defendants’  
15 records.

16 18. Named Plaintiffs. “Named Plaintiffs” individually and collectively means  
17 Orlando Robles and Juan Estrada.

18 19. Net Settlement Amount or “NSA”. “Net Settlement Amount” or “NSA” means  
19 the Gross Settlement Amount less the amounts deducted pursuant to Paragraphs 55a through 55e of  
20 this Agreement, including deductions of the amounts awarded to Class Counsel, the enhancement  
21 award to the Named Plaintiffs, the payment to the LWDA to resolve claims under the PAGA, and the  
22 costs awarded for settlement administration owed pursuant to this Agreement.

23 20. Objection. “Objection” means a written request, which a Class Member may  
24 submit no later than the last day of the Exclusion Period and in the form specified in Paragraph 62 in  
25 order to object to the Settlement, or a personal appearance, or other appearance permitted by the Court,  
26 at the Final Approval Hearing to object.

27 21. Opt-Out Request. “Opt-Out Request” must (1) contain the name, address, and  
28 telephone number of the person requesting exclusion; (2) be signed by the Class Member; (3) be

1 postmarked or fax stamped within the Exclusion Period [60 days after mailing date] and returned to  
2 the Settlement Administrator at the specified address or fax number. (See Paragraph 60.c. and **Exhibit**  
3 **“B”**)

4 22. Order of Final Approval or Order Granting Final Approval of Settlement.  
5 “Order of Final Approval” or “Order Granting Final Approval of Settlement” or “Final Approval”  
6 means the order issued in conjunction with the entry of the Final Judgment to be submitted by the  
7 Named Plaintiffs together with the Motion for Final Approval of the Settlement for entry and filing  
8 by the Court as specified in this Settlement.

9 23. PAGA Period. “PAGA Period” means from February 2, 2020 through the May  
10 8, 2023.

11 24. PAGA Member. “PAGA Members” means all current and former non-exempt  
12 employees of Defendants in the state of California during the PAGA Period.

13 25. PAGA Payment and PAGA Employee Fund. Of the Gross Settlement Amount,  
14 \$200,000.00 shall be paid in Settlement of the PAGA claims. “PAGA Employee Fund” means the  
15 amounts distributed among PAGA Members and is the amount remaining (25% of the PAGA  
16 Payment) from the \$200,000.00 after subtracting the \$150,000.00 allocated to the LWDA (75% of the  
17 PAGA Payment). Subject to Court approval, the PAGA Employee Fund is \$50,000.00. The PAGA  
18 Employee Fund will be divided by the total number of PAGA Pay Periods Worked credited to all  
19 PAGA Members. Each PAGA Member’s PAGA Payment is equal to the PAGA Pay Period Rate  
20 multiplied by his or her individual PAGA Pay Periods Worked pursuant to the records of Defendants.

21 26. PAGA Pay Periods Worked. “PAGA Pay Periods Worked” means the number  
22 of Pay Periods credited to a PAGA Member during the PAGA Period (for the Settled PAGA Claims),  
23 as determined by Defendants’ records and estimates and as only subject to revision pursuant to this  
24 Agreement.

25 27. Parties. “Parties” means Named Plaintiffs, individually on behalf of themselves  
26 and on behalf of all Class Members, PAGA Members and interests of the Labor Workforce  
27 Development Agency (“LWDA”), and Defendants.

1           28.    Pay Period. A “Pay Period” will be determined by the actual dates a payroll  
2 check was issued to each Class Member and PAGA Member based on Defendants’ records during the  
3 Class Period and PAGA Period.

4           29.    Pay Periods Worked. A “Pay Period Worked” means the number Pay Periods  
5 worked by a Class Member during the Class Period or PAGA Member during the PAGA Period (for  
6 the Settled PAGA Claims), as determined or estimated by Defendants’ records and as only subject to  
7 revision pursuant to this Agreement.

8           30.    Pay Period Rate. “Pay Period Rate” for the Settled Claims means the amount  
9 yielded from dividing the Net Settlement Amount by the total of all Pay Periods Worked credited to  
10 all Settlement Class Members during the Class Period. Each Settlement Class Member’s settlement  
11 payment is equal to his or her individual Pay Periods Worked during the Class Period and multiplied  
12 by the Pay Period Rate. Therefore, the amount of each Settlement Class Member’s Individual  
13 Settlement Payment is tied to the number of Pay Periods Worked that each Settlement Class Member  
14 worked for Defendants in the State of California in comparison to all Pay Periods Worked by all  
15 Settlement Class Members in the State of California during the Class Period. Similarly, for the Settled  
16 PAGA Claims, “Pay Period Rate” means the amount yielded from dividing the PAGA Employee Fund  
17 by the total of all Pay Periods Worked credited to all PAGA Members during the PAGA Period.

18           31.    Preliminary Approval Order. “Preliminary Approval Order” is the order  
19 entered and filed by the Court that preliminarily approves the terms and conditions of this Agreement,  
20 including approval of the Parties’ Agreement that specifies the content of notice and manner in which  
21 notice will be provided to the Class and responded to by the Class, substantially in the form attached  
22 hereto as “**Exhibit C**”.

23           32.    Released Parties. “Released Parties” means Jetro Holdings, LLC, Restaurant  
24 Depot, LLC, and, for each, its parents, subsidiaries, Affiliates, related entities, joint venturers and each  
25 of its and their predecessors, successors, insurers, owners, stockholders, directors, officers, employees,  
26 attorneys, and other agents. For the purposes of this Agreement, “Affiliate” shall mean, with respect  
27 to any person or entity, any other person or entity, directly or indirectly, through one or more  
28 intermediaries, controlling, controlled by, or under common control with, such first mentioned person

1 or entity. As used in this definition of Affiliate, the term “control” (including “controlled by,” or  
2 “under common control with”) means the possession, directly or indirectly, of the power to direct or  
3 cause the direction of the management and policies of a person or entity, whether through ownership  
4 of voting securities, as trustee, by contract, or otherwise.

5 33. Settlement Administrator. “Settlement Administrator” or “SA” means CPT  
6 Group or such other neutral administrator as chosen by the Parties and approved by the Court.

7 34. Settled Claims. “Settled Claims” means all claims for violations of the  
8 following Labor Code sections, as well as civil penalties under PAGA, that were actually alleged or  
9 that could have been alleged in the Action by, on behalf of the Class Members and the State of  
10 California, themselves and the PAGA Members for the entire Class Period and the entire PAGA  
11 Period, as well as any and all wage and hour claims and that were asserted or could have been asserted  
12 based on the factual or legal allegations contained in Plaintiffs’ PAGA Letters and Plaintiffs’ operative  
13 Complaint in the Action, arising at any time during the Class Period or PAGA Period, including: (a)  
14 failure to pay wages including overtime and minimum wage for all hours worked; (b) failure to provide  
15 meal periods; (c) failure to provide rest periods; (d) failure to timely pay wages during employment;  
16 (e) failure to timely pay wages at termination; (f) failure to provide accurate wage statements; (g)  
17 failure to indemnify for necessary business expenses; (h) failure to maintain accurate employment  
18 records (i) unfair business practices (Business and Professions Code section 17200 et seq.) (j) penalties  
19 under PAGA for alleged violations of Labor Code sections 200-203, 204, 210, 226, 226.3, 226.7, 246,  
20 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2699 et. seq., 2802,  
21 6317, 6342, 6400 et seq., including but not limited to section 6423 (k) claims for violation of the  
22 provisions of the applicable Wage Order(s) related to unpaid wages (both minimum wage and  
23 overtime), failure to provide an appropriate temperature in the workplace, failure to provide suitable  
24 seating, failure to provide meal periods, failure to authorize and permit rest breaks; (l) claims for the  
25 attorney’s fees and costs incurred in the prosecution of this Action on behalf of the Class Members  
26 and PAGA Members; (m) any other claims, remedies, penalties, or interest that could have been plead  
27 based on the facts alleged in the operative complaint in the Action; and (n) all claims that Plaintiffs,  
28 the Class Members and/or the PAGA Members may have against the Released Parties relating to: (i)



1 the payment, taxation, and allocation of attorney's fees and costs to Plaintiffs' Counsel pursuant to  
2 this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiffs' Payment  
3 pursuant to this Settlement Agreement. The release of the Released Claims shall be effective as to the  
4 entire PAGA Period and entire Class Period, both defined above; and expressly excludes all other  
5 claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment  
6 and Housing Act, unemployment insurance, disability, social security, workers' compensation, and  
7 California class claims outside of the Class Period, and PAGA claims outside of the PAGA period.

8           35.     Settled PAGA Claims. "Settled PAGA Claims" means any and or all PAGA  
9 claims alleged in the Action or which could have been alleged in the Action based on the allegations  
10 or facts alleged therein, and shall specifically include without limiting the generality thereof all causes  
11 of action listed in the Complaint. The release of the foregoing claims extends to all theories of seeking  
12 relief under PAGA for the specified claims regardless of whether the claim is, was or could have been  
13 alleged as separate claims, causes of action, lawsuits or based on other theories of relief, including  
14 under the California Labor Code, the Wage Orders, applicable regulations. "Settled PAGA Claims"  
15 includes all types of relief available for the above-referenced claims, including, without limitation,  
16 any claims for penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief,  
17 declaratory relief, or liquidated damages. The Final Judgment shall expressly provide that it covers  
18 and bars Plaintiff, LWDA, the State of California, and any other representative, proxy, or agent  
19 thereof, including but not limited to any and all PAGA Members from prosecuting "Settled PAGA  
20 Claims" that arose during the PAGA Period.

21           36.     Settlement Class/Settlement Class Member(s). "Settlement Class Member"  
22 means all Class Members other than those who have timely and validly submitted Opt-Out Requests  
23 and thereby excluded themselves from releasing Settled Claims from the Settlement.

24           37.     Settlement Payment. "Settlement Payment" means a payment pursuant to a  
25 Settlement Class Member's pro rata allocation of the NSA as specified in Paragraph 55.

26           38.     Updated Address. "Updated Address" means a mailing address that was  
27 updated by a reasonable address verification measure of the SA or by an updated mailing address  
28 provided by the United States Postal Service for a Class Member or PAGA Member.

**RECITALS**

1  
2           39.     On or about April 7, 2021, Named Plaintiff Orlando Robles filed a Complaint  
3 against Defendant Jetro Holdings, LLC in the San Diego County Superior Court as a PAGA  
4 Representative Action.

5           40.     Thereafter, on or about September 24, 2021, Named Plaintiff Juan Estrada filed  
6 a class action complaint in the San Diego Superior Court against Defendants alleging the following  
7 causes of action against Defendants: (1) failure to pay wages, including regular, overtime and double  
8 time wages; (2) meal period violations; (3) rest break violations; (4) violations of Labor Code section  
9 1194 and 1197; (5) failure to timely pay wages during employment and at the time employment ended;  
10 (6) failure to provide accurate wage statements; (7) failure to reimburse business expenses; and (8)  
11 violation of the California Business and Professions Code (“UCL”).

12           41.     Thereafter on November 30, 2021, Named Plaintiff Juan Estrada filed a PAGA  
13 Complaint against Defendants in the San Diego Superior Court raising PAGA claims based on the  
14 same claims raised in his class action complaint, as well as claims related to workplace safety, the  
15 temperature in the workplace and suitable seating.

16           42.     The matters involving each of the Named Plaintiffs were eventually  
17 consolidated and the Consolidated Complaint was filed on March 18, 2022.

18           43.     PAGA letters were submitted by the Named Plaintiffs to the LWDA.

19           44.     Defendants filed an Answer to the Consolidated Complaint in the Action and  
20 denied all allegations and claims asserted therein. Defendants deny that they engaged in any  
21 misconduct in connection with its wage-and-hour practices and that they have any liability or engaged  
22 in wrongdoing of any kind associated with the claims alleged in the Action, including any Settled  
23 PAGA Claims. Defendants further contend that they complied at all times with both federal and state  
24 wage-and-hour laws, and all other laws regulating the employer-employee relationship that relate to  
25 the employment of Named Plaintiffs and the Class and PAGA Members.

26           45.     Defendants and Class Counsel, on behalf of Named Plaintiffs and the Class  
27 Members and PAGA Members, attended mediation with Lisa Klerman on January 20, 2023. The  
28 Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive

1 arm's-length negotiations between the Parties supervised by an experienced employment law  
2 mediator. The Parties agree that the Agreement is entered into in good faith as to each Class Member  
3 and PAGA Member and that the Settlement is fair, reasonable and adequate as to each Class Member  
4 and PAGA Member.

5 46. Class Counsel is of the opinion that this Settlement is fair, reasonable, and  
6 adequate, and in the best interest of the Class and PAGA Members and other relevant interests in light  
7 of all known facts and circumstances, including the benefits conferred by the Settlement, the risk of  
8 significant delay, the uncertainty and risk of the outcome of further litigation, the burdens of proof  
9 necessary to establish liability, defenses asserted to the merits, including but not limited to the  
10 affirmative defenses asserted as to Settlement Class Members, the risks of proceeding on any class  
11 claims and PAGA claims, including class certification, the difficulties in establishing damages and  
12 penalties, and the numerous potential appellate issues. While Defendants specifically deny any  
13 liability or wrongdoing in the Action, Defendants agreed to enter into this Settlement to avoid the cost  
14 and business disruption associated with defending the Action. Defendants have claimed and continue  
15 to claim that the Settled Claims and Settled PAGA Claims have no merit and do not give rise to  
16 liability. This Agreement is a compromise of disputed claims. This Agreement, made and entered  
17 into by and between the Named Plaintiffs (on behalf of themselves and on behalf of the Class Members  
18 and PAGA Members and interests of the LWDA) and Defendants, each with the assistance of its  
19 respective counsel or attorneys of record, is intended to fully, finally, and forever settle, compromise  
20 and discharge the Settled Claims and Settled PAGA Claims against the Released Parties, subject to  
21 the terms and conditions set forth herein.

22 47. Because the Action is pled as a class action, this Settlement must receive  
23 preliminary and final approval by the Court. Because the Action is pled as a PAGA action, this  
24 Settlement is subject to approval by the Court. Accordingly, the Parties enter into this Agreement on  
25 a conditional basis.

#### 26 **TERMS AND CONDITIONS OF SETTLEMENT**

27 NOW THEREFORE, in consideration of the recitals listed above and the promises and  
28 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of

1 the consideration and undertakings set forth herein, the Named Plaintiffs, individually on behalf of  
2 themselves and on behalf of the Class Members and PAGA Members and LWDA interests, on the one  
3 hand, and Defendants, on the other hand, agree that the Action shall be, and is finally and fully  
4 compromised and settled on the following terms and conditions.

5           48.    Non-Admission of Liability. The Parties enter into this Agreement to resolve  
6 the dispute that has arisen between them and to avoid the burden, expense and risk of continued  
7 litigation. In entering into this Agreement, Defendants do not admit, and specifically deny, that they:  
8 violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant  
9 to any statute or any other applicable laws, regulations or legal requirements; breached any contract;  
10 violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other  
11 unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement,  
12 nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings, payouts  
13 or other events associated with it, shall be construed as an admission or concession by Defendants of  
14 any such violation(s) or failure(s) to comply with any applicable law by Defendants or any Released  
15 Parties. Except as necessary in a proceeding to approve, interpret or enforce the terms of this  
16 Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence  
17 in any action or proceeding to establish any liability or admission on the part of the Released Parties  
18 or to establish the existence of any condition constituting a violation of, or noncompliance with,  
19 federal, state, local or other applicable law. In addition the Parties intend this Settlement to be  
20 contingent upon the preliminary and Final Approval of this Agreement; and in the event Final  
21 Approval of this Agreement is not obtained the Parties do not waive, and instead expressly reserve,  
22 their respective rights to prosecute and defend this Action as if this Agreement never existed in the  
23 event the Settlement is not fully and finally approved as set forth herein. In the event that this  
24 Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or  
25 modified by the Court or any other court with jurisdiction over the Action, the Agreement shall become  
26 null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with,  
27 further proceedings in this Action, except that the Court may award less than the amounts listed in  
28

1 Paragraph 55a through 55e without impacting the validity and enforceability of this Agreement, and  
2 the Parties will be returned to their respective positions prior to entering this Agreement.

3 49. Stipulation for Class Certification. The Parties stipulate to the certification of  
4 this Settlement Class for purposes of this Settlement only. If, however, the Settlement does not  
5 become final for any reason, the Parties' Agreement shall become null and void *ab initio* and shall  
6 have no bearing on, and shall not be admissible in connection with, whether class certification would  
7 be appropriate in any other context in this Action.

8 50. Release of Settled Claims. As of the Effective Date and contingent upon  
9 Defendants making the Funding Payment as set forth herein, Named Plaintiffs and all Settlement Class  
10 Members hereby do and shall be deemed to have fully, finally, and forever released, settled,  
11 compromised, relinquished and discharged any and all Settled Claims against any and all Released  
12 Parties. The Settlement includes a release of all Settled Claims during the Class Period by Settlement  
13 Class Members employed at any time during the Class Period. The Parties will take action to bar any  
14 Fair Labor Standard Act ("FLSA") claims pursuant to *Rangel v. PLS Check Cashers of California,*  
15 *Inc.*, 899 F.3d 1106 (9<sup>th</sup> Cir. 2018).

16 a. The Parties agree for settlement purposes only that, because the Class  
17 Members are so numerous, it is impossible or impracticable to have each Class Member execute this  
18 Agreement. Accordingly, the Class Notice will advise all Class Members of the binding nature of the  
19 Agreement and such notice shall have the same force and effect as if the Agreement were executed by  
20 each Class Member.

21 b. Named Plaintiffs and Class Counsel represent, covenant, and warrant  
22 that they have not directly or indirectly assigned, transferred, encumbered or purported to assign,  
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause  
24 of action, or rights herein released and discharged, except as set forth herein.

25 c. The Parties agree that this is a settlement of disputed claims not  
26 involving undisputed wages, and that Labor Code Section 206.5 is therefore inapplicable.

27 51. Release of Settled PAGA Claims. As of the Effective Date and contingent upon  
28 Defendants making the Funding Payment as set forth herein, Named Plaintiffs, LWDA, the State of

1 California, and any other representative, proxy, or agent thereof, including but not limited to any and  
2 all PAGA Members are barred from prosecuting Settled PAGA Claims that arose during the PAGA  
3 Time Period against any and all of the Released Parties Subject to Court approval, the Agreement  
4 includes a settlement of all Settled PAGA Claims during the PAGA Period by PAGA Members  
5 employed at any time during the PAGA Period to the fullest extent permitted under the PAGA,  
6 including settlement contemplated in Labor Code section 2699(1)(2).

7           52.    Individual Releases of Claims. In addition to the releases made by the  
8 Settlement Class Members and PAGA Members set forth in this Agreement, the Named Plaintiffs  
9 release, as an individual and in addition to the Settled Claims described above, all claims, whether  
10 known or unknown, under federal law or state law against the Released Parties. Named Plaintiffs  
11 understand that this release includes unknown claims and that Named Plaintiffs are, as a result,  
12 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

13  
14           **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
15           **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
16           **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
17           **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**  
              **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
              **DEBTOR OR RELEASED PARTY.**

18 The Parties understand and agree that notwithstanding anything to the contrary herein, Named  
19 Plaintiffs are not, by way of this release, releasing any claims which cannot be released as a  
20 matter of law.

21           53.    Settlement Payments. Subject to the Final Approval of the Settlement and the  
22 conditions specified in this Agreement, and in consideration of the mutual covenants and promises set  
23 forth herein, Defendants agree to make a payment as set forth herein totaling an amount of, but not to  
24 exceed, Four Million Dollars One Hundred Thousand Dollars and Zero Cents (\$4,100,000.00). The  
25 GSA shall fully satisfy Defendants' obligations for any and all payments, fees and costs identified in  
26 the Agreement, including, but not limited to, any payments to be made to the Named Plaintiff,  
27 Settlement Class Members, PAGA Members, the LWDA, Class Counsel's attorneys' fees and out-of-  
28 pocket litigation expenses and costs, and settlement administration costs. In no event shall Defendants

1 be required to pay any amounts above the GSA under this Settlement and this Agreement.  
2 Notwithstanding anything to the contrary herein, Defendants shall also pay the employer's portion of  
3 payroll taxes.

4           54.    Pro Rata Increase: The GSA was calculated with, and is premised on, the  
5 Parties' understanding that there are approximately 5,674 Class Members who worked approximately  
6 193,465 pay periods between September 24, 2017 and October 22, 2022 (i.e., the date Defendants  
7 provided data in advance of mediation). The Parties agree that if the total number of actual pay periods  
8 exceeds 5% of the estimated number as of October 22, 2022, then the GSA will be increased by the  
9 same proportion above 5%. This means that if the pay periods as of October 22, 2022 are 203,138, or  
10 less, then there is no pro rata increase.

11           55.    Apportionment of GSA: The Parties agree, subject to Court approval, that the  
12 GSA shall be apportioned as follows:

13               a.    Attorneys' Fees. Class Counsel will apply to the Court for an award of  
14 attorneys' fees of no more than one-third of the GSA (\$1,366,666.00). The attorneys' fees shall come  
15 from and be deducted from the GSA and paid out as set forth herein. Defendants will not oppose such  
16 application. The award of Attorneys' Fees shall be allocated as follows: 40% to James Hawkins  
17 APLC and 60% to Graham Hollis APC. The settlement is not contingent on Class Counsel receiving  
18 the requested amount of fees out of the GSA. If the Court awards less than that then the monies will  
19 be added to the Net Settlement Amount. The award of less than the requested amount of the fees is  
20 not a basis for appeal.

21               b.    Attorneys' Costs. Named Plaintiffs and Class Counsel shall request  
22 approval of payment of up to but not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00)  
23 in attorneys' costs, including any litigation costs, which will be deducted from the GSA and paid out  
24 as set forth herein. Defendants will not oppose such application. Attorneys' fees as specified in the  
25 preceding Paragraph and costs as specified in this Paragraph shall cover all claimed and unclaimed  
26 attorneys' fees, attorneys' costs and other amounts payable or awardable against Defendants for Class  
27 Counsel's work, effort or involvement in the Action and in carrying out the Agreement and includes  
28 any and all work, effort or involvement to carry out the terms of the Agreement and as may be

1 potentially or actually necessary or advisable to defend the Agreement and/or Settlement through  
2 appeal, or collateral attack or in any other forum or proceeding. These specified Attorneys' Fees and  
3 Costs shall be the sole payment for attorneys' fees and costs and, otherwise, the Parties and Class  
4 Members and their counsel shall bear their own fees and costs in connection with the Action. The  
5 settlement is not contingent on Class Counsel receiving the requested amount of costs out of the GSA.  
6 If the Court awards less than that then the monies will be added to the Net Settlement Amount. The  
7 award of less than the requested amount of the costs is not a basis for appeal.

8 c. Administration Fees and Costs. Class Counsel will also apply to the  
9 Court for approval of SA costs in an amount estimated to be up to Thirty-Seven Thousand Dollars  
10 (\$37,000.00), which will be deducted from the GSA. Defendants will not oppose such application.  
11 Class Counsel will specify the amount sought for such costs, up to the foregoing maximum, in Named  
12 Plaintiff motions for preliminary and Final Approval of the Settlement.

13 d. Named Plaintiffs' Enhancement and General Release Payment. Class  
14 Counsel will apply to the Court for approval of an enhancement award in an amount not to exceed Ten  
15 Thousand Dollars and Zero Cents (\$10,000.00) to be paid to each of the Named Plaintiffs, from which  
16 fifty percent (50%) shall be deemed consideration for a general release and from which fifty percent  
17 (50%) shall be for assuming the risks associated with this litigation (including for assuming the risks  
18 in the class and PAGA case). Defendants will not oppose such applications. The enhancement awards  
19 are included in, and shall be deducted from, the GSA. The settlement is not contingent on Named  
20 Plaintiffs receiving the requested Enhancement. If the Court awards less than that then the monies not  
21 awarded will be added to the Net Settlement Amount. The award of less than the requested  
22 Enhancement is not a basis for appeal.

23 e. PAGA Allocation and Payments. Pursuant to California Labor Code  
24 Section 2698, *et seq.*, the Parties designate Two Hundred Thousand Dollars and Zero Cents  
25 (\$200,000.00) of the GSA to resolve any PAGA claims (including payment for Named Plaintiffs'  
26 claims on their own behalf and on behalf of all PAGA Members for penalties under the PAGA and  
27 payment to the LWDA).



1                   i.           Seventy-five percent (75%) of that amount, or One Hundred and  
2 Fifty Thousand Dollars and Zero Cents (\$150,000.00), will be paid to the LWDA and the remainder  
3 to PAGA Members. In the event the LWDA refuses to accept the above amount in full for all civil  
4 penalties to PAGA Members in connection with the civil penalty claims alleged in this Action, or in  
5 the event the LWDA or anyone on its behalf otherwise challenges the above allocation or the  
6 Settlement, the Parties shall work in good faith to revise the allocation so that it is accepted.

7                   ii.           The remaining Fifty Thousand Dollars and Zero Cents  
8 (\$50,000.00) shall be paid to PAGA Members by multiplying the PAGA Pay Period Rate by each  
9 individual PAGA Member's PAGA Pay Periods Worked.

10                  f.           Net Settlement Amount. The NSA will be the amount remaining after  
11 deducting the amounts specified in Paragraphs 55a through 55e above (including deducting the amount  
12 in 55e.ii., which will be separately distributed to PAGA Members).

13                  g.           Settlement Payments to Settlement Class Members. Only the following  
14 individuals will receive Settlement Payments under the Settlement Agreement: (1) the Named  
15 Plaintiffs and (2) Settlement Class Members. Settlement Payments will be calculated as follows:

16                  i.           The NSA will be divided by the total Pay Periods Worked by all  
17 Settlement Class Members during the Class Period as reflected in Defendants' records and estimates  
18 based on existing records. All Settlement Class Members shall be paid an amount equal to their  
19 individual Pay Periods Worked during the Class Period, multiplied by the Pay Period Rate. Pay  
20 Periods Worked shall be determined by the SA based on data to be provided by Defendants, as may  
21 be modified by the resolution of any challenges.

22                  ii.           The Parties agree that under no circumstances shall Defendants  
23 be obligated to pay any amount under this Agreement to any Class Member other than Settlement  
24 Class Members and PAGA Members. In addition, the Parties agree that in no event shall Defendants  
25 be obligated to pay more than the GSA as provided above, subject to the Pro Rata Increase requirement  
26 set forth above.

27                  iii.           The Parties acknowledge and agree that the formula used to  
28 calculate Pay Periods Worked, individual Settlement Payments, PAGA Pay Periods Worked, and

1 PAGA Payments does not imply that all of the elements of damages covered by the release are not  
2 being taken into account. The above formulas were devised as practical and logistical tools to simplify  
3 the payment process.

4 56. No Credit Toward Benefit Plans. The Settlement Payments made to Settlement  
5 Class Members and PAGA Payments made to PAGA Members under this Agreement shall not be  
6 utilized to calculate any additional benefits under any benefit plans to which any Settlement Class  
7 Members or Class Members or PAGA Members may be eligible, including, but not limited to: profit-  
8 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO  
9 plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect  
10 any rights, contributions, or amounts to which any Settlement Class Members, Class Members and  
11 PAGA Members may be entitled under any benefit plans.

12 57. Taxation of Settlement Proceeds. All Settlement Payments shall be paid in a  
13 net amount after applicable state and federal tax withholdings, including payroll taxes, if any, have  
14 been deducted.

15 a. The Parties agree that twenty percent (20%) will be allocated to wages  
16 and W-2s shall be issued and that the remainder of the amount distributed to each Settlement Class  
17 Member will be considered penalties, interest and any other non-wage related amount, if any, and will  
18 be reported as such to each Settlement Class Member on an IRS Form 1099. The PAGA Payments to  
19 PAGA Members will be designated as payments for alleged penalties and other non-wage amounts.

20 b. The SA shall calculate, withhold from the Settlement Payments, and  
21 remit to applicable governmental agencies sufficient amounts, if any, as may be owed for applicable  
22 taxes. The SA will issue appropriate tax forms, if required, to each such Settlement Class Member  
23 consistent with the foregoing breakdown. The SA shall remit to applicable governmental agencies  
24 sufficient amounts to cover taxes on the wage portion of the Settlement Payments.

25 c. All Parties represent that they have not received, and shall not rely on,  
26 advice or representations from other parties or their agents, including Class Members and PAGA  
27 Members, regarding the tax treatment of payments under federal, state, or local law. In this regard,  
28

1 Defendants make no representations regarding the taxability of the Settlement Payments and PAGA  
2 Payments.

3 d. Class Counsel will be issued an IRS Form 1099 for any fees and costs  
4 awarded by the Court pursuant to Paragraph 55. Except as provided elsewhere in this Agreement,  
5 each Party shall bear his, her or its own attorneys' fees, costs, and expenses incurred in the prosecution,  
6 defense, or settlement of the Action. Class Counsel agrees that any allocation of fees between or  
7 among each of the Class Counsel or among the Class Counsel and any other attorney that may be  
8 representing Named Plaintiffs or the Class, if any, shall be the sole responsibility of Class Counsel.  
9 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party  
10 to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that  
11 no provision of this Agreement, and no written or oral communication or disclosure or other  
12 representation by Defendants and/or Released Parties is or was intended to be, nor shall be construed  
13 or be relied upon as, tax advice, and Named Plaintiffs, Class Members and PAGA Members shall not  
14 rely on Defendants and/or Released Parties for any tax advice with respect to the Settlement of this  
15 Action.

16 e. The Named Plaintiffs will be issued IRS Form 1099s for any  
17 enhancement awards approved by the Court pursuant to Paragraph 53. The enhancement awards  
18 payable to the Named Plaintiffs shall be in addition to the Settlement Payments and PAGA Payments  
19 that they, as applicable, will receive.

20 58. Provisional Approval of Settlement. Named Plaintiffs shall file a motion in the  
21 Action and take all other action to request that the Court enter the Preliminary Approval Order based  
22 on an agreed-upon Settlement schedule, subject to Court approval:

23 a. Seeking class certification on the terms set forth in this Agreement  
24 solely for purposes of class settlement;

25 b. Preliminarily approving the proposed Settlement and this Agreement,  
26 including the payments to the Settlement Class Members, Class Counsel, the Named Plaintiffs, PAGA  
27 Members, the SA, and the LWDA;

1 c. Preliminarily approving the appointment of the Named Plaintiffs as  
2 representative of the Class for settlement purposes, if not otherwise accomplished by class  
3 certification;

4 d. Preliminarily approving the appointment of counsel for Named  
5 Plaintiffs as Class Counsel;

6 e. Appointing and approving a SA as chosen by the Parties and approved  
7 by the Court, to administer the notice, opt-out requests, objections and Settlement Payment and PAGA  
8 Payment procedures required by this Agreement;

9 f. Approving the form of the Class Notice mutually agreed by the Parties;

10 g. Scheduling the Final Settlement Approval Hearing for consideration of  
11 Final Approval of this Agreement;

12 h. Requiring that any Class Members who object to the Settlement  
13 Agreement submit any objection to the SA postmarked by the end of the Exclusion Period or appear  
14 in person or by other Court approved means at the Final Approval Hearing, and that the Parties be  
15 given an opportunity to file written responses to any objection(s) with the Court;

16 i. Approving the procedure for Class Members to submit Opt-Out  
17 Requests, and setting a date after which no Class Members shall be allowed to submit Opt-Out  
18 Requests; and

19 j. Approving the procedure for Settlement Class Members to object to the  
20 Settlement.

21 k. Defendants shall not oppose Class Counsel's motions for preliminary  
22 approval and Final Approval of the Settlement so long as the motions and supporting papers are  
23 consistent with the terms of this Agreement. Class Counsel shall provide Defendants with an  
24 opportunity of five (5) days to review, and provide comments on the motions for preliminary and Final  
25 Approval of the Settlement before the motion and supporting papers are filed with the Court. The  
26 Parties will meet and confer and agree upon the wording of the settlement packages to be sent to Class  
27 Members, as well as the proposed orders for preliminary and Final Approval before filing. Failure of  
28 the Court to grant the Preliminary Approval Order will be grounds for the Parties to terminate the

1 Settlement and the terms of the Agreement, except that the Parties must work in good faith to comply  
2 with any changes to the Settlement proposed by the Court to the extent the changes are acceptable by  
3 both Parties, and the Court may award less than the amounts listed in Paragraph subparts 55a through  
4 55e without impacting the validity and enforceability of this Agreement.

5 59. Notice Procedure.

6 a. Settlement Administrator. The Parties will select CPT Group or a  
7 mutually agreeable third-party SA to distribute the Class Notice and the Settlement Payments and  
8 PAGA Payments and handle the tax reporting and field questions with a hotline. The SA (along with  
9 any of its agents) shall represent and warrant that it will: (a) provide reasonable and appropriate  
10 administrative, physical and technical safeguards for any personally identifiable information (“PII”),  
11 which it receives from Defendants; (b) not disclose the PII to Class Counsel, Named Plaintiffs, any  
12 party or third parties, including agents or subcontractors, without Defendants’ consent; (c) not disclose  
13 or otherwise use the PII other than to carry out its duties as set forth herein; (d) promptly provide  
14 Defendants with notice if PII is subject to unauthorized access, use, disclosure, modification, or  
15 destruction; and (e) continue to protect the PII upon termination of its services.

16 b. Class Member Data. Within twenty-one days (21) days of the Court  
17 granting Preliminary Approval of the Settlement, Defendants shall provide to the SA a list of Class  
18 Members and PAGA Members that identifies for each Class Member/PAGA Member, his/her Social  
19 Security number (if known), last-known address, and the dates of employment and other Class  
20 Member data confirm qualifying Pay Periods Worked and PAGA Pay Periods Worked or will forward  
21 the start and end date(s) of employment for the SA to calculate the Pay Periods Worked and PAGA  
22 Pay Periods Worked. Defendants agree to consult with the SA as required to provide the list in a  
23 format reasonably acceptable for the duties of the SA. The SA will keep the list confidential, use it  
24 only for the purposes described herein, take adequate safeguards to protect confidential or private  
25 information and return or certify the destruction of the information or continued safeguarding of the  
26 information upon completion of the Settlement Administration process.

27 60. Class Notice. The SA will send to each Class Member and PAGA Member by  
28 First-Class U.S. Mail the Class Notice, which includes information on how Class Members may opt-

1 out of or object to the Settlement and a procedure by which a Class Member may challenge the number  
2 of Pay Periods Worked identified on his/her Class Notice. The Named Plaintiffs will seek approval  
3 of language in the Class Notice in the motion for preliminary approval and will seek permission for  
4 the Parties in conjunction with the SA to be able to correct immaterial errors on these forms or other  
5 mailed materials without approval from the Court, provided the changes do not alter the preliminary  
6 approval by the Court.

7 a. Settlement Administrator Duties. Prior to mailing the Class Notice, the  
8 SA will update the addresses for the Class Members and PAGA Members using the National Change  
9 of Address database and other available resources deemed suitable by the SA. To the extent this  
10 process yields a different address from the one supplied by Defendants (“Updated Address”), that  
11 Updated Address shall replace the address supplied by Defendants (“Last Known Address”) and be  
12 treated as the new Last Known Address for purposes of this Agreement and for subsequent mailings  
13 in particular. The SA shall be permitted to provide notices and communicate to the Class and PAGA  
14 Members in a format and statement to be provided to the Court, which Named Plaintiffs will submit  
15 in conjunction with the motion for preliminary approval and/or motion for Final Approval.

16 b. Class Notice Procedure. Within seven (7) days after receipt of the above  
17 information from Defendants, the SA shall send the Class Notice to each Class Member’s and PAGA  
18 Member’s Last Known Address or Updated Address (if applicable) via First-Class U.S. mail.

19 c. Exclusion Period. Class Members will have sixty (60) days from the  
20 postmark of the initial mailing of the Class Notice by the SA to submit by U.S. mail their Opt-Out  
21 Requests, with proof of date of submission to be the postmark date of the completed Opt-Out Request.  
22 Opt-Out Requests do not apply to the Settled PAGA Claims and will not exclude PAGA Members  
23 from the release of Settled PAGA Claims.

24 d. Objection Period. Class Members will also have sixty (60) days to  
25 object to the Settlement by submitting a written objection with the SA that sets forth the basis of the  
26 objection pursuant to Paragraph 62, which the SA shall submit to the Parties within three (3) business  
27 days of receipt, and Class Counsel shall submit to the Court.

28 e. SA Follow-up efforts.

1                   i.           The SA shall re-mail by First-Class U.S. mail the Class Notice  
2 returned by the Post Office with a forwarding address, and shall re-mail by First-Class U.S. mail the  
3 Class Notice to any Class Member/PAGA Member who personally provides an updated address to the  
4 SA.

5                   ii.           In the event that the first mailing of the Class Notice to any Class  
6 Member/PAGA Member is returned without a forwarding address, the SA will immediately perform  
7 skip trace(s) if necessary using social security numbers provided by Defendants and National Change  
8 of Address searches, as needed, to verify the accuracy of the addresses provided and will conduct a  
9 second round of mailings of the Class Notice by First-Class, U.S. mail within an agreed number of  
10 days for those forms returned to sender. If no new information is ascertained by means of a skip trace,  
11 or if the Class Notice is returned to SA after using an address obtained from a standard skip trace, the  
12 SA will immediately perform a manual “in-depth skip trace” to locate a more recent or accurate  
13 address. If an Updated Address is identified by this method, the SA will resend the Class Notice to  
14 the Updated Address within three (3) days of identifying the Updated Address.

15                   iii.           In the SA re-mails the Class Notice, it shall note for its own  
16 records the date and the address of each re-mailing. Those Class Members who receive a re-mailed  
17 Class Notice, whether by skip-trace or forwarded mail, will have an additional ten (10) days (for a  
18 total of seventy (70) days) to postmark an Exclusion Form, or file and serve an objection to the  
19 Settlement or dispute the information provided in their Class Notice. The Settlement Administrator  
20 shall mark on the envelope whether the Class Notice is a re-mailed notice.

21                   f.           Documenting Communications. The SA shall date stamp documents it  
22 receives, including Opt-Out Requests, Objections and any correspondences and documents from Class  
23 Members/PAGA Member.

24                   g.           Settlement Administrator Declaration. At least ten (10) days prior to  
25 the deadline for the filing of the motion for final approval, the SA shall prepare, subject to Class  
26 Counsel’s/PAGA Member’s and Defendants’ input and approval, a declaration setting forth the due  
27 diligence and proof of mailing of the Class Notices, the results of the SA’s mailings, including tracing  
28

1 and re-mailing efforts, and the Class Members’/PAGA Member’s responses to those mailing and  
2 provide additional information deemed necessary to approve the settlement.

3 h. SA Written Reports. Each week during the Exclusion Period, the SA  
4 shall provide the Parties with a report listing the number of Class Members that submitted Opt-Out  
5 Requests and Objections. Within seven (7) days of the close of the Exclusion Period, the SA will  
6 provide a final report listing the number of Class Members who submitted Opt-Out Requests or  
7 Objections.

8 i. SA Calculations of Settlement Payments. Within seven (7) days after  
9 resolving all challenges made by Settlement Class Members, and following the Final Approval Order,  
10 the SA shall provide to the Parties a report showing its calculation of all Settlement Payments to be  
11 made to Settlement Class Members and PAGA Members. After receiving the SA’s report, Class  
12 Counsel and Defendants’ counsel shall review the same to determine if the calculation of payments to  
13 Settlement Class Members/PAGA Members is consistent with this Agreement, and shall notify the  
14 SA if either counsel does not believe the calculation is consistent with the Agreement. After receipt  
15 of comments from counsel, the SA shall finalize its calculation of Settlement Payments and PAGA  
16 Payments, at least five (5) days prior to the distribution of such payments, and shall provide Class  
17 Counsel and Defendants’ Counsel with a final report listing the amount of all payments to be made to  
18 each Settlement Class Member from the NSA and listing the amount of all payments to be made to  
19 each PAGA Member from the amount allocated for PAGA Payments. The SA will also provide  
20 information that is requested and approved by both Parties regarding its duties and other aspects of the  
21 Settlement and that is necessary to carry out the terms of the Settlement.

22 61. Requirements for Recovery of Settlement Payments.

23 a. Class Members. No claim form is necessary to participate in the  
24 Settlement. Unless a Class Member submits a valid and timely Opt-Out Request (as described in  
25 Paragraphs 21 and 61d and **Exhibit B**), a Class Member who takes no action will be a Settlement  
26 Class Member, bound by the Judgment, and will receive a payment from the NSA. All Class Members  
27 except for those who timely and validly opt-out of the Settlement shall be bound by the release of  
28



1 Settled Claims in this Agreement. All PAGA Members shall be barred from seeking any action for civil  
2 penalties for Settled PAGA Claims in this Agreement.

3 b. Late Submissions. The SA shall not accept as valid any Opt-Out  
4 Request postmarked after the end of the Exclusion Period, absent agreement from the Parties or order  
5 of the Court. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the last  
6 day of the Exclusion Period, the Class Member did not return the Opt-Out Request in a timely manner.

7 c. Challenges. Class Members will have the right to challenge the number  
8 of Pay Periods Worked allocated to them. The following challenge procedure will be established for  
9 the Class Member to dispute information on which his/her payment amount is based: Challenges to  
10 the number of Pay Periods Worked shall be sent directly to the SA at the address indicated on the  
11 Class Notice. A Class Member challenging the number of Pay Periods Worked identified may also  
12 submit documentary evidence in order to prove the number of Pay Periods Worked during the Class  
13 Period. Defendants shall have the right to respond to the challenge by any Settlement Class Member.  
14 No challenge to the number of Pay Periods Worked will be accepted unless sent by U.S. mail within  
15 sixty (60) days from the initial mailing of the Class Notice by the SA, with proof of date of submission  
16 to be the postmark date unless ordered by the Court. Additional time may be provided to a Class  
17 Member only upon a showing of good cause and within an amount of time determined by the SA that  
18 will not delay the distribution of Settlement Payments to other Class Members/PAGA Members and  
19 in no event beyond the date of filing of the motion for final approval. The SA will inform Class  
20 Counsel and Defendants' counsel in writing of any timely filed challenges and will determine all such  
21 disputes after consulting with the Parties regarding the number of Pay Periods Worked. Challenges  
22 will be resolved without hearing by the SA, who will make a decision based on Defendants' records  
23 and any documents or other information presented by the Class Member making the challenge, Class  
24 Counsel or Defendants. Subject to Court approval, the SA's determination is final and binding without  
25 a right of appeal. The SA will inform the Parties of its final dispositions of all such challenges.

26 d. Opt-Out Procedure. Unless a Class Member timely opts out of the  
27 Settlement described in this Agreement (see **Exhibit B**), he/she shall be bound by the terms and  
28 conditions of this Agreement, and shall also be bound by the Final Judgment. A Class Member will

1 not be entitled to opt-out of the Settlement established by this Agreement unless he or she submits to  
2 the SA a request or notice of opting out via U.S. mail postmarked on or before the expiration of the  
3 Exclusion Period. The request must be in writing on an Opt-Out Request and include the Class  
4 Member's name, address, date, signature, to the notice that indicates he or she "opts out" of the  
5 Settlement (see **Exhibit B**). Opt-Out Requests do not apply to the Settled PAGA Claims and will not  
6 exclude PAGA Members from the release of Settled PAGA Claims. That is because the Parties agree  
7 there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or  
8 herself from the PAGA part of the Settlement. Except as otherwise stated, Plaintiffs will vigorously  
9 defend against any attempt by any PAGA Member or by any entity or agency to intervene in this  
10 matter or object to/opt-out of this settlement. The Parties further agree there is no right or opportunity  
11 for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly  
12 defend against any appeal filed as it pertains to the PAGA part of the Settlement.

13 i. Upon receipt of any Opt-Out Request within the Exclusion  
14 Period, the SA shall review the request to verify the information contained therein, and confirm that  
15 the request complies with the requirements of this Agreement.

16 ii. Any Class Member who fails to submit via U.S. mail a timely,  
17 complete and valid Opt-Out Request shall be barred from opting out of this Agreement or the  
18 Settlement. The SA shall not have the authority to extend the deadline for Class Members to file a  
19 request to opt out of the Settlement absent agreement by the Parties.

20 iii. Class Members shall be permitted to rescind in writing their  
21 request to opt-out by submitting a written rescission statement to the SA no later than the Effective  
22 Date and provided individual Settlement Payments can be recalculated to reflect the rescission.

23 iv. Defendants alone have the option to withdraw from the  
24 settlement if the number of opt outs exceeds ten percent (10%) of the Class Members. If Defendants  
25 exercise the so called "blow up provision" then the settlement will be null and void. Defendants shall  
26 provide written notice of such withdrawal to Class Counsel within ten (10) business days of receiving  
27 notice from the SA that this provision has been triggered. In the event that Defendants elect to so  
28 withdraw, the withdrawal shall have the same effect as a termination of this Agreement for failure to

1 satisfy a condition of Settlement. In the event that Defendants exercises this option, it will be solely  
2 responsible for any Settlement Administrator's costs. In addition, if the Court grants final approval  
3 conditioned on any material change to the Settlement, including but not limited to requiring a larger  
4 portion of the Net Settlement Amount to be treated as wages, then Defendants have the unilateral right  
5 to void the Settlement in its entirety. If that occurs, the Parties will have no further obligations under  
6 the Settlement, except that Defendants will pay the Settlement Administrator's reasonable fees and  
7 expenses incurred as of the date that Defendants exercise the right to void the Settlement.

8           62.    Objections to Settlement. Any Settlement Class Member may object to the  
9 Settlement. If a Class Member opts out of the settlement that Class Member cannot object to the  
10 Settlement. Any such objection may be submitted to the SA in writing on or before the close of the  
11 Exclusion Period or may appear at the Final Approval Hearing object orally. If any Settlement Class  
12 Member wishes to object in writing, any such written Objection shall include: (1) the full name of the  
13 Settlement Class Member; (2) address of the Settlement Class Member; (3) the basis for the objection;  
14 and (4) if the Settlement Class Member intends to appear at the Final Approval Hearing. The Parties  
15 shall be permitted to file responses to the Objection in addition to any motion for final approval  
16 documents. Settlement Class Members may also appear at the Final Approval Hearing to object. At  
17 no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class  
18 Members to submit written objections to the Settlement or appeal from the Order granting final  
19 approval and/or Final Judgment. Class Counsel shall not represent any Settlement Class Members  
20 with respect to any such objections.

21           63.    Final Fairness Hearing, Final Approval and Final Judgment.

22           a.    Entry of Final Judgment. At the Final Approval Hearing, Named  
23 Plaintiffs will request, and Defendants will concur in said request, that the Court enter a Final  
24 Judgment.

25           b.    Motion. Named Plaintiffs will draft and file a motion for final approval  
26 and for approval of any attorneys' fees and costs and enhancement award in conformity with any  
27 requirements from the Court and will take other action to request the entry of Final Judgment in  
28 accordance with this Agreement. The motion for final approval and corresponding paperwork will be

1 subject to input and approval from Defendants and the proposed judgment finally approving the  
2 Settlement shall be subject to the input from and approval by Defendants, provided that Defendants  
3 shall have five (5) days from receipt to provide such input. Defendants will concur in or not object to  
4 said request that the Court enter Final Judgment finally approving this Agreement. In conjunction  
5 with the motion for final approval, Class Counsel shall file a declaration from the SA confirming that  
6 the Class Notice and related forms were mailed to all Class Members as required by this Agreement,  
7 as well as any additional information Class Counsel, with the input and approval of Defendants, deems  
8 appropriate to provide to the Court.

9 c. Objections. Before and/or at the Final Fairness Hearing, Named  
10 Plaintiffs and Defendants, through their counsel of record, may address any written objections from  
11 Class Members or any concerns from Class Members who attend the hearing as well as any concerns  
12 of the Court.

13 d. Order. Named Plaintiffs will also draft and submit a proposed Order of  
14 Final Approval and Final Judgment in the form that is consistent with this Agreement and subject to  
15 prior review, revision and approval by Defendants. The Parties shall take all reasonable efforts to  
16 secure entry of the Order of Final Approval and Final Judgment. If the Court rejects the Agreement,  
17 fails to enter the Order of Final Approval, or fails to enter the Final Judgment, even after good faith  
18 efforts by the Parties to meet and confer and remedy where agreement can be reached any perceived  
19 deficiencies in the Settlement, this Agreement shall be void *ab initio*, and Defendants shall have no  
20 obligation to make any payments under the Agreement, except for payments to the SA for services  
21 performed up to that time. The Named Plaintiffs will submit a proposed Order of Final Approval  
22 subject to the review and approval of Defendants that will contain provisions:

23 i. Wherein the Court enters Final Judgment, finding that this  
24 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of the  
25 Class and was reached as a result of intensive, serious, and non-collusive arms-length negotiations and  
26 was achieved with the aid of an experienced mediator and in good faith as to each Class Member;

27 ii. Affirms that each side will bear its own costs and fees (including  
28 attorneys' fees), except as provided by the Agreement, and that Defendants shall not be required to

1 pay any amounts other than as set forth in the Agreement and the Order of Final Approval, and in no  
2 event any amount above the GSA (except as to the employer's share of payroll taxes);

3 iii. That confirms the certification of the Class for purposes of  
4 Settlement;

5 iv. That finds that the Settlement Administration process as carried  
6 out afforded adequate protections to Class Members, provided the best notice practicable, and satisfied  
7 the requirements of law and due process;

8 v. That rejects any Objections to the Settlement;

9 vi. That approves the settlement of PAGA Claims consistent with  
10 the Settlement;

11 vii. That retains Court jurisdiction after entry of judgment to oversee  
12 administration and enforcement of the terms of the Agreement; and

13 viii. That requires the Parties to carry out the provisions of this  
14 Agreement.

15 64. Post-Final Approval Requirements and Procedures. Following entry of the  
16 Court's Order Granting Final Approval of Settlement and Final Judgment, the Parties will act to assure  
17 the timely execution and fulfillment of all its provisions, including, but not limited to, the following:

18 a. Should an appeal be taken from the Final Approval of the Settlement,  
19 all Parties will support the Order of Final Approval and Final Judgment on appeal;

20 b. The Parties will assist the SA as needed or requested in the process of  
21 identifying and locating Settlement Class Members entitled to Settlement Payments from the NSA and  
22 PAGA Members entitled to PAGA Payments and assuring delivery of such payments;

23 c. Class Counsel will assist the SA as needed or requested in completing  
24 the distribution of any uncashed checks as directed by the Court; and

25 d. Class Counsel will certify to the Court completion of all payments  
26 required to be made by this Settlement Agreement.

27 65. Payment of Settlement. Defendants will deposit the Funding Payment into an  
28 account established by the SA within 15 days of the Effective Date. In the event an appeal, writ,

1 motion challenging the judgment or other collateral attack is made, the funds shall not be distributed  
2 until the challenge or other collateral attack is resolved in a manner that upholds the settlement in its  
3 entirety. The remittance of the Funding Payment to the SA shall constitute full and complete discharge  
4 of the entire monetary obligation of Defendants under this Agreement. No Released Party shall have  
5 any further monetary obligation or liability to Class Counsel, Named Plaintiffs, or Settlement Class  
6 Members under this Agreement after receipt by the SA of the Funding Payment.

7           a.       The Parties agree that the Funding Payment will qualify as a settlement  
8 fund pursuant to the requirements of Section 468(B)(g) of the Internal Revenue Code of 1986, as  
9 amended, and Section 1.468B-1 *et seq.* of the income tax regulations. Furthermore, the SA is hereby  
10 designated as the “Administrator” of the qualified Settlement funds for purposes of Section 1.468B-  
11 2(k) of the income tax regulations. As such, taxes imposed on the gross income of that settlement  
12 fund and any tax-related expenses arising from any income tax returns or other reporting documents  
13 that may be required by the Internal Revenue Service or any state or local taxing body will be paid  
14 from the Funding Payment by the SA.

15           b.       The distribution of Settlement Payments to Settlement Class Members  
16 shall occur no later than 30 days after the Effective Date. The SA shall be deemed to have timely  
17 distributed Settlement Payments if it places said payment in the mail (First-Class U.S.). When the SA  
18 receives notice from Settlement Class Members that they have not received such Settlement Payments  
19 due to changes of address or other circumstances, the SA shall be deemed to have timely distributed  
20 those Settlement Payments if (after satisfying itself that the amounts have not been received or  
21 negotiated) it re-mails the payments to the updated addresses or provides for delivery by other  
22 reasonable methods requested by such Settlement Class Members, provided that any and all requests  
23 for re-mailing shall be actually received and acknowledged by the SA before the 180-day check  
24 cashing deadline or will be deemed ineffective, and have no effect and the original mailed amount  
25 shall be deemed timely distribution of the Settlement Payment. If any checks are returned to the SA  
26 without a forwarding address the SA shall conduct a skip-trace and re-mail the checks. The SA shall  
27 mail all Settlement Payments no later than 30 days after the Effective Date. To comply with California  
28 Rule of Court 3.771, settlement checks shall include the following language on the check: “A Court

1 approved settlement of the class action and PAGA representative actions and entered judgment for the  
2 claims asserted in the consolidated lawsuits called *Robles et al v. Jetro Holdings, LLC et al* pending  
3 in the San Diego County Superior Court. You are bound by that judgment.”

4 c. The distribution of attorneys’ fees, costs, and the Named Plaintiffs’  
5 enhancement/general release awards shall occur no later than 30 days after the Effective Date. Under  
6 no circumstances shall the foregoing payments be made prior to the distribution of Settlement  
7 Payments to Settlement Class Members.

8 66. Settlement Checks: Class Members who are sent Settlement Payments shall  
9 have one hundred twenty (180) days after mailing by the SA to cash their settlement checks. If such  
10 Settlement Class Members do not cash their checks within that period, those checks will become void  
11 and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed  
12 within one hundred and twenty (180) days of mailing shall, subject to Court approval, be distributed  
13 pursuant to the State Controller Unclaimed Property Fund, or as otherwise directed by California Code  
14 of Civil Procedure Section 384 and as ordered by the Court. Settlement Class Members who fail to  
15 negotiate their check(s) in a timely fashion shall, like all Settlement Class Members who did not  
16 validly opt out of the Settlement, remain subject to the terms of the Settlement and the Final Judgment.

17 67. Reports From SA: The SA shall keep Class Counsel and Defendants’ counsel  
18 apprised of all distributions from the GSA. Upon completion of administration of the Settlement, the  
19 SA shall provide written certification of such completion to the Court, Class Counsel and Defendants’  
20 Counsel.

21 68. Binding Effect of Agreement on Settlement Class Members and PAGA  
22 Members. Subject to final Court approval, all Settlement Class Members and PAGA Members shall  
23 be bound by this Agreement, and Final Judgment shall be entered in the Action. In addition, unless  
24 the Class Member opts out of the Settlement described in this Agreement, he/she shall be bound by  
25 the Court’s Order of Final Approval and Final Judgment. As set forth more fully in Paragraph 71, if  
26 the Court does not enter an Order of Final Approval and Final Judgment granting Final Approval of  
27 the Settlement, which becomes final, the Settlement shall become null and void, and its terms and all  
28

1 documents setting out its terms shall be inadmissible in further litigation of this Action or any other  
2 case.

3           69.    Non-Interference with Opt-Out Procedure. The Parties and their counsel agree  
4 that they shall not seek to solicit or otherwise encourage Class Members to submit Opt-Out Requests  
5 or objections to the Settlement or to appeal from the Final Judgment.

6           70.    Waiver of Appeal. Subject to preliminary and Final Approval of this  
7 Settlement, all Class Members, except those Class Members who make timely and valid objections  
8 pursuant to the terms of this Agreement, expressly waive the right to appeal.

9           71.    Automatic Voiding of Agreement if Settlement Not Finalized. If for any reason  
10 the Effective Date does not occur, the Settlement shall be null and void and the orders, judgment, and  
11 dismissal to be entered pursuant to this Agreement shall be vacated; and the Parties will be returned  
12 to the status quo prior to entering this Agreement with respect to the Action, as if the Parties had never  
13 entered into this Agreement. In addition, in such event, the Agreement and all negotiations, court  
14 orders and proceedings relating thereto shall be without prejudice to the rights of any and all Parties  
15 hereto, and evidence relating to the Agreement and all negotiations shall not be admissible or  
16 discoverable in the Action or otherwise in any other proceeding.

17           72.    No Injunctive Relief. The Parties agree that the Settlement does not include  
18 injunctive relief against Defendants or the Released Parties.

19           73.    Confidentiality.

20           a.     Parties and their counsel will keep the Settlement confidential, through  
21 the Court's order granting the Parties' Motion for Preliminary Approval, but the Parties will be able  
22 to disclose to the Court, when and as necessary before preliminary approval, that they have reached  
23 an agreement in principle, subject to completion of a final Agreement and Court approval. The Parties  
24 recognize that all court filings are a matter of public record.

25           b.     Named Plaintiffs and Class Counsel agree not to issue a press release or  
26 otherwise notify the media about the terms of the Settlement or advertise or market any of the terms  
27 of the Settlement through written, recorded or electronic communications. In addition, Class Counsel  
28 for Named Plaintiffs' will not disclose the settlement, its terms or the parties on their website or



1 otherwise. Named Plaintiffs and their counsel further agree that if contacted regarding this case, they  
2 will state only that the lawsuit exists and has been resolved. However, this will not prevent Class  
3 Counsel from undertaking required submissions and disclosures that are required to obtain approval  
4 of the Settlement, including and not limited to, submission of the Settlement to the LWDA in  
5 conformity with the PAGA statute.

6 c. Defendants shall direct all inquiries by Class Members to the SA, which  
7 shall provide general information about the lawsuit, including responding to questions about the  
8 lawsuit, by providing neutral information about the agreement consistent with the Agreement.

9 74. Non-Disparagement. As permitted by law, Named Plaintiffs agree that each  
10 shall not disparage Defendants, Defendants' performance, its employees, officers, or owners, or  
11 conduct to any third person or entity, unless compelled to do so by law or required for purposes of the  
12 settlement. In the event that Named Plaintiffs are required to make any such statements pursuant to  
13 lawful process or as otherwise may be required by law, Named Plaintiffs agree to advise Defendants  
14 and their counsel as soon as reasonably possible in advance of such statements to allow Defendants a  
15 reasonable opportunity to seek appropriate relief. If prompted by anyone to discuss any dispute he  
16 had with Defendants, Named Plaintiffs may state simply that "the matter has been resolved."

17 75. Notices. All notices, requests, demands and other communications required or  
18 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered by  
19 electronic mail to the attorneys listed below:

20  
21 GRAHAMHOLLIS, APC  
22 Graham S.P. Hollis  
23 ghollis@grahamhollis.com  
24 Dawn Berry  
25 dberry@grahamhollis.com

26 JAMES HAWKINS APLC  
27 James R. Hawkins  
28 Christina M. Lucio  
James@Jameshawkinsaplc.com  
Christina@Jameshawkinsaplc.com  
Mitchell@Jameshawkinsaplc.com

1 LITTLER MENDELSON  
2 Jody A. Landry  
jlandry@littler.com

3 76. Modification in Writing. This Agreement may be altered, amended, modified or  
4 waived, in whole or in part, only in a writing signed by counsel for the Parties and approved by the  
5 Court, and supersedes any memorandum of understandings or prior agreement(s). This Agreement  
6 may not be amended, altered, modified or waived, in whole or in part, orally. Any waiver of any  
7 provision of this Agreement shall not constitute a waiver of any other provision of this Agreement  
8 unless expressly so indicated.

9 77. Ongoing Cooperation. Named Plaintiffs and Defendants, and each of their respective  
10 counsel, shall cooperate in good faith to execute all documents and perform all acts necessary and  
11 proper to effectuate and implement the terms of this Agreement, including but not limited to drafting  
12 and submitting the motions for Preliminary and Final Approval, and defending the Agreement and  
13 Final Judgment against objections and appeals. Named Plaintiffs shall, as necessary, properly and  
14 completely take all steps, including but not limited to submitting any required documents to the LWDA  
15 and take any other actions necessary to resolve the Released PAGA Claims pursuant to this  
16 Agreement. The Parties to this Agreement shall use their best efforts, including all efforts  
17 contemplated by this Agreement and any other efforts that may become necessary by order of the  
18 Court or otherwise, to effectuate this Agreement and the terms set forth herein.

19 78. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they  
20 have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or  
21 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action  
22 or rights herein released and discharged except as set forth herein.

23 79. Binding on Successors. This Agreement shall be binding and shall inure to the benefit  
24 of the Parties and their respective successors, assigns, executors, administrators, heirs and legal  
25 representatives, including the Released Parties.

26 80. Entire Agreement. This Agreement constitutes the full, complete and entire  
27 understanding, agreement and arrangement between Named Plaintiffs and the Class Members/PAGA  
28 Members on the one hand, and Defendants and Released Parties on the other hand, with respect to the

1 Settlement of the Action and the Settled Claims against the Released Parties, including Defendants.  
2 This Agreement supersedes any and all prior oral or written understandings, agreements and  
3 arrangements between the Parties with respect to the Settlement of the Action and the Settled Claims  
4 against the Released Parties. Except those set forth and included expressly in this Agreement, there  
5 are no other agreements, covenants, promises, representations or arrangements between the Parties  
6 with respect to the Settlement of the Action and the Settled Claims/Settled PAGA Claims against the  
7 Released Parties. The Parties explicitly recognize California Civil Code Section 1625 and California  
8 Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed  
9 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no  
10 such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of  
11 this Agreement.

12 81. Execution in Counterparts. This Agreement may be signed in one or more counterparts  
13 and may be signed electronically through DocuSign. A PDF of the signed Agreement shall be treated  
14 as an original signature for all purposes. All executed copies of this Agreement, (including copies of  
15 the signature pages), shall have the same force and effect and shall be as legally binding and  
16 enforceable as the original.

17 82. Captions. The captions and section numbers in this Agreement are inserted for the  
18 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the  
19 provisions of this Agreement.

20 83. Governing Law. This Agreement shall be interpreted, construed, enforced, and  
21 administered in accordance with the laws of the State of California, without regard to conflict of law  
22 rules.

23 84. Reservation of Jurisdiction. Notwithstanding the entry and filing of Final Judgment,  
24 the Court shall retain jurisdiction under Section 664.6 of the Code of Civil Procedure and California  
25 Rule of Court 3.769 for purposes of interpreting and enforcing the terms of this Agreement.

26 85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
27 conditions of this Agreement. Accordingly, this Agreement shall not be construed more strictly  
28 against one Party than another merely by virtue of the fact that it may have been prepared by counsel

1 for one of the Parties, it being recognized that, because of the arm's-length negotiations between the  
2 Parties, all Parties have contributed to the preparation of this Agreement.

3 86. Warranties and Representations. With respect to themselves, each of the Parties to this  
4 Agreement and/or their agents or counsel represent, covenant and warrant that they have full power  
5 and authority to enter into and consummate all transactions contemplated by this Agreement.

6 87. Representation by Counsel. The Parties acknowledge that they have been represented  
7 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
8 Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiffs  
9 and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry  
10 by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to Settlement  
11 Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by this  
12 Agreement.

13 **IT IS SO AGREED:**

14 Dated: 4/21/, 2023

15 Orlando Robles  
16 Orlando Robles  
17 Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

18 Dated: \_\_\_\_\_, 2023

19 \_\_\_\_\_  
20 Juan Estrada  
21 Named Plaintiff/Class and PAGA  
22 Representative/Aggrieved Plaintiff  
23  
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1 for one of the Parties, it being recognized that, because of the arm's-length negotiations between the  
2 Parties, all Parties have contributed to the preparation of this Agreement.

3 86. Warranties and Representations. With respect to themselves, each of the Parties to this  
4 Agreement and/or their agents or counsel represent, covenant and warrant that they have full power  
5 and authority to enter into and consummate all transactions contemplated by this Agreement.

6 87. Representation by Counsel. The Parties acknowledge that they have been represented  
7 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this  
8 Agreement has been executed with the consent and advice of counsel. Further, the Named Plaintiffs  
9 and Class Counsel warrant and represent that there are no liens on the Agreement, and that after entry  
10 by the Court of the Final Judgment, Defendants, through the SA, may distribute funds to Settlement  
11 Class Members, PAGA Members, Class Counsel, and the Named Plaintiffs as provided by this  
12 Agreement.

13 **IT IS SO AGREED:**

14 Dated: \_\_\_\_\_, 2023

15  
16 \_\_\_\_\_  
Orlando Robles  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

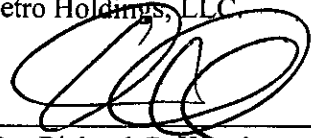
17  
18 Dated: Apr 14, 2023, 2023

19 \_\_\_\_\_  
Juan Estrada  
Named Plaintiff/Class and PAGA  
Representative/Aggrieved Plaintiff

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Dated: April 14, 2023

Jetro Holdings, LLC



By: Richard G. Kirschner, Chief Executive Officer

Dated: April 14, 2023

Restaurant Depot, LLC



Richard G. Kirschner, Chief Executive Officer

**APPROVED AS TO FORM ONLY:**

Dated: \_\_\_\_\_, 2023

GRAHAM HOLLIS APC

BY: \_\_\_\_\_

GRAHAM HOLLIS

Attorneys for Orlando Robles, on behalf of themselves and all others similarly situated and aggrieved employees, and on behalf of the general public.

Dated: \_\_\_\_\_, 2023

JAMES HAWKINS APLC.

BY: \_\_\_\_\_

CHRISTINA LUCIO

Attorneys for Juan Estrada, on behalf of themselves and all others similarly situated and aggrieved employees, and on behalf of the general public

- Exhibit A – Class Notice
- Exhibit B – opt Out Form
- Exhibit C – Proposed Preliminary Approval Order

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Dated: \_\_\_\_\_, 2023

Jetro Holdings, LLC.

\_\_\_\_\_  
By: Richard G. Kirschner, Chief Executive Officer

Dated: \_\_\_\_\_, 2023

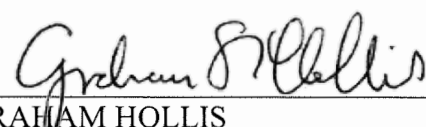
Restaurant Depot, LLC

\_\_\_\_\_  
Richard G. Kirschner, Chief Executive Officer

**APPROVED AS TO FORM ONLY:**

Dated: April 24, 2023

GRAHAM HOLLIS APC

BY:   
GRAHAM HOLLIS  
Attorneys for Orlando Robles, on behalf of themselves and all others similarly situated and aggrieved employees, and on behalf of the general public.

Dated: \_\_\_\_\_, 2023

JAMES HAWKINS APLC.

BY: \_\_\_\_\_  
CHRISTINA LUCIO  
Attorneys for Juan Estrada, on behalf of themselves and all others similarly situated and aggrieved employees, and on behalf of the general public

- Exhibit A – Class Notice
- Exhibit B – opt Out Form
- Exhibit C – Proposed Preliminary Approval Order

4866-3950-7805.1

1 Dated: \_\_\_\_\_, 2023

Jetro Holdings, LLC.

2  
3 \_\_\_\_\_  
4 By: Richard G. Kirschner, Chief Executive Officer

5 Dated: \_\_\_\_\_, 2023

Restaurant Depot, LLC

6  
7 \_\_\_\_\_  
8 Richard G. Kirschner, Chief Executive Officer

9 **APPROVED AS TO FORM ONLY:**

10  
11 Dated: \_\_\_\_\_, 2023

GRAHAM HOLLIS APC

12  
13 BY: \_\_\_\_\_

GRAHAM HOLLIS

14 Attorneys for Orlando Robles, on behalf of  
15 themselves and all others similarly situated and  
16 aggrieved employees, and on behalf of the  
general public.

17 Dated: April 18, 2023

JAMES HAWKINS APLC.

18  
19 BY:  \_\_\_\_\_

CHRISTINA LUCIO

20 Attorneys for Juan Estrada, on behalf of  
21 themselves and all others similarly situated and  
aggrieved employees, and on behalf of the  
general public

22 Exhibit A – Class Notice  
23 Exhibit B – opt Out Form  
Exhibit C – Proposed Preliminary Approval Order

24 4866-3950-7805.1