

**CLASS ACTION AND PAGA REPRESENTATIVE
SETTLEMENT AGREEMENT AND RELEASE**

This Class Action and PAGA Representative Action Settlement Agreement and Release (“Settlement” or “Settlement Agreement”) involves the matter of *Amy Bugaiski and Kimberly Gardner v. Sonney’s BBQ Shack and Sonney Bruning*, El Dorado County Superior Court Case No. SC20190161. This Settlement Agreement is entered into between Plaintiffs AMY BUGAISKI and KIMBERLY GARDNER (“Plaintiffs”) and Defendants ON A FRIDAY, INC. dba “Sonney’s BBQ Shack” and SONNEY BRUNING (“Defendants”), collectively referred to herein as “Parties”.

This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the “Class Released Claims” (as defined below) pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Settlement Agreement, which is contingent upon the Court granting final approval, contains the essential terms of the Parties’ agreement. The Representative Plaintiffs and class counsel believe, and the Parties have agreed, that the settlement set forth in this Settlement Agreement confers substantial benefits upon the class members and representative employees.

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “Action” shall mean the civil action entitled *Amy Bugaiski and Kimberly Gardner v. Sonney’s BBQ Shack and Sonney Bruning*, El Dorado County Superior Court Case no. SC20190161.
2. “Aggrieved Employees” means all individuals who are or previously were employed by Defendants in California as non-exempt employees at any time during the PAGA Period.
3. “Class” means all individuals who are or previously were employed by Defendants in California as non-exempt employees at any time during the Class Period.

4. “Class Counsel” and/or “Plaintiffs’ Counsel” means Robert Ottinger of The Ottinger Law Firm, P.C. who, subject to Court approval, shall act as counsel for the California Collective and Class Action Members and PAGA Settlement Group Members.

5. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” shall mean, subject to Court approval, the amounts to be paid to Class Counsel for attorneys’ fees and expenses, respectively, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses in connection with the Action.

6. “Class Data” means, for each Class Member, his or her name; last-known mailing address; Social Security Number; and dates of employment in the Class Period as a Class Member, and number of pay periods in the PAGA Period as Aggrieved Employees or PAGA Members.

7. “Class Member” is a member of the Class.

8. “Class Period” means for the period of September 11, 2015 through June 30, 2021;

9. “Class Released Claims” means any and all liabilities, demands, claims, causes of action, complaints and obligations, whether known or unknown, against the Released Parties during the Class Period that are or that could have been pled in the operative Complaint (“Complaint”), based on the facts alleged in the Complaint, including the failure to provide legally compliant meal periods; failure to authorize and to permit legally compliant rest periods; failure to pay minimum wage; failure to pay overtime; failure to reimburse for business expenses; waiting time penalties; wage statement claims; Unfair Competition Law violations; all claims for restitution and other equitable relief, conversion, liquidated damages, punitive damages and any other claims and/or penalties. It is understood and agreed that this Agreement will not release any person, party or entity from claims, if any, by Class Members for workers’ compensation; unemployment; wrongful termination; or disability benefits of any nature; claims outside the Class Period; nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the Cal. Fair Employment and Housing Act, the Cal. Government Code § 12940, *et seq.*; the

Unruh Civil Rights Act, the Cal. Civil Code §51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines, or any other law which cannot be lawfully released.

10. “Class Representatives” means Plaintiffs Amy Bugaiski and Kimberly Gardner.

11. “Class Representatives Service Payment” means any additional monetary payment provided to Plaintiffs Amy Bugaiski and Kimberly Gardner in their capacity as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendants’ expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.

12. “Court” means the Superior Court of California, County of El Dorado.

13. “Defendants” mean On a Friday, Inc. dba Sonney’s BBQ Shack, and Sonney Bruning.

14. “Defense Counsel” means Ellen Arabian-Lee, Esq. of Arabian-Lee Law Corporation.

15. “Effective Date” or the date the Settlement shall become “final,” shall mean:

(a) In the event that the Settlement has received final approval by the Court and there were no timely objections filed, or any timely objections have been withdrawn, then upon the passage of the applicable date for any interested party to seek appellate review of the Court’s order of final approval of the Settlement without a timely appeal being filed (i.e., 31 days after the final approval order is entered);

(b) In the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court’s order of final approval of the Settlement, without a timely appeal having been filed; or

- (c) In the event that a timely appeal of the Court's order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed.

16. "Election Not to Participate in Settlement" means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.

17. "Final Approval Hearing" means the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Settlement.

18. "Gross Settlement Amount" means the agreed upon settlement amount totaling Two Hundred and Thirty Thousand Dollars (\$230,000.00) to be paid by Defendants in full settlement of the Released Claims asserted in this case. This Gross Settlement Amount is an all-in amount without any reversion to Defendants and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment. The Gross Settlement Amount is all in with no reversion to Defendants and shall be paid without the need to submit a claim form. The Settlement Administrator will make all required tax deductions, calculations, and payments and will issue the above-referenced payments in accordance with the applicable provisions of this Settlement Agreement.

19. "Judgment" means the Final Approval Order and Judgment entered by the Court.

20. "Net Settlement Amount" means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.

21. "Opt-Out(s)" means a Class Member who submits a valid and timely Election Not to Participate in Settlement, or Opt-Out form.

22. “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*

23. “PAGA Period” means January 17, 2019 through June 30, 2021.

24. "PAGA Released Claims" means the claims released as follows: Named Plaintiffs and the members of the PAGA Settlement Group will release the Released Parties from all claims for penalties that were brought or could have been brought based on the facts alleged in Plaintiffs' LWDA letter including as pled in the operative Complaint for violation of California Labor Code section 2698, *et seq.* (“PAGA”). This also includes claims for civil penalties under Labor Code section 2698, *et seq.*, Labor Code sections 1194, 1194.2, 203, 226, 226.7, 512, 1174, 1198, 2802.

25. “PAGA Settlement Group Members” or “PAGA Members” shall mean all current and former hourly and/or non-exempt employees of Defendants in California at any time during the PAGA Period.

26. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement and who will have released the Released Claims.

27. “Preliminary Approval of the Settlement” or “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

28. “Released Parties” collectively mean Defendants On a Friday, Inc., dba Sonney’s BBQ Shack, and Sonney Bruning, and Defendants’ current, former, and future subsidiaries, affiliates, shareholders, officers, directors, employees, agents, representatives, members, managers, principals, agents, predecessors, successors, assigns, attorneys, and/or any individual or entity which could be jointly liable with Defendants.

29. “Response Deadline” means the date forty-five (45) calendar days following the date on which the Settlement Administrator first mails the Class Notice Packet to the Class Members.

30. “Settlement” means the settlement between the Parties, which is memorialized in this Agreement and subject to approval by the Court.

31. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, CPT Group, subject to approval by the Court.

32. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. **RECITALS**

33. On or about January 17, 2020, Plaintiffs sent a letter to the Labor Workforce Development Agency (“LWDA”) on behalf of themselves and other aggrieved employees in compliance with California Labor Code section 2699.3 (“PAGA Notice”). Plaintiffs seek to represent themselves and all PAGA Members. The LWDA did not indicate that it intended to investigate the alleged violations referenced in the letter, and the 65-day time period permitted for the LWDA to provide such a notification expired.

34. On or about September 11, 2019, Plaintiffs filed this matter in El Dorado County Superior Court alleging various Labor Code violations in a Class Action Complaint.

35. On or about September 13, 2019, Plaintiffs filed a First Amended Complaint.

36. On or about December 18, 2019, Defendants filed an Answer to the First Amended Complaint, alleging 21 Affirmative Defenses.

37. On or about April 21, 2020, Plaintiffs filed a Second Amended Complaint adding PAGA claims to the Class Action Complaint.

38. On or about July 28, 2020, Defendants filed an Answer to the Second Amended Complaint, alleging 21 Affirmative Defenses.

39. Defendants own and operate a small restaurant, “Sonney’s BBQ Shack Bar & Grill”, located at 787 Emerald Bay Road, South Lake Tahoe, California, which is the subject of this litigation. This is a privately owned restaurant and not part of a franchise.

40. Subject to a Stipulated Protective Order, Defendants produced information to Plaintiffs’ counsel relating to the non-exempt employees who worked during the Class Action and PAGA period, including paystubs, payroll summaries, and the names and contact information of the employees.

41. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and engaged in significant formal and informal discovery in advance of settlement and have arrived at this Agreement in arms-length negotiations, taking into account all

relevant factors, present and potential, and will so represent to the Court. The settlement is fair, reasonable, and adequate considering all known facts and circumstances, including the defenses asserted by Defendants, the Defendants' ability to pay, the risks and uncertainties associated with ongoing litigation, the potential inability for the Action to proceed to trial as a PAGA representative action, the expense and time necessary to prosecute the Action, the risks, uncertainty, and costs of further prosecution, potential adverse findings regarding liability, the statutory discretion provided to the Court to decrease civil penalties, and the relative benefits to the Class and PAGA Members of an expeditious resolution of the Action and numerous potential appellate issues. This Agreement also represents a compromise and settlement of highly disputed claims.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF LIABILITY

42. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the Class, including PAGA claims, have merit or that Defendants bear any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. Defendants specifically deny, and continue to deny, each and every claim and contention alleged in the Action and have always maintained that they have never engaged in any unlawful acts regarding any of the matters alleged in the Action. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever.

43. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendants reserve the right to contest certification and/or decertification of any Class for any reason and reserve all available defenses to the claims in the Action.

IV. SETTLEMENT TERMS AND CONDITIONS

44. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint CPT Group as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

45. **Deposit of Total Settlement Payment.** The Settlement Administrator shall establish a Qualified Settlement Fund ("QSF") for purposes of administering the Settlement. The Settlement

Administrator shall furnish the QSF with its own Employer ID Number and calculate all settlement checks required under law based on information that will be confidentially furnished by Defendants.

46. **Gross Settlement Amount.** The Gross Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate consideration for the Settlement and will be made in full and final settlement of: (a) the Released Claims, (b) Class Counsel Fees Payment, (c) the Class Counsel Litigation Expenses Payment, (d) the Settlement Administration Expenses, (e) the Class Representative Service Payments, (f) the PAGA payment, (g) the Participating Class Members' individual Settlement Shares, and (h) any other obligation of Defendants under this Agreement.

47. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:

- (a) **To Individual Plaintiffs:** In addition to the Settlement Shares to be paid to Named Plaintiffs, Named Plaintiffs will apply to the Court for an award of not more than \$20,000 each as Class Representative Service Payments, which is combined total of \$40,000 in Class Representative Service Payments. Defendants will not oppose Class Representative Service Payments of no more than \$20,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$20,000 for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead a Form 1099 will be issued to each of the Plaintiffs with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payments and shall hold Defendants harmless from any and all liability with regard thereto.

- (b) **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$76,666.67, as their Class Counsel Fees Payment and an amount which is equal to approximately \$6,311.19 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendants will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$76,666.67, and approximately \$6,311.19, respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments.
- (c) **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$10,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

48. **Class Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

- (a) **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
- (b) **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Class Member will be calculated as follows: (i) Defendants shall provide the Settlement Administrator with the Class Data; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of workweeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.
- (c) **Withholding.**
 - 1) Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
 - 2) Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for interest, and One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings and shall be reported on IRS Form

1099.

- (d) **Effect of Opt-outs.** Opt-outs will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

49. **The PAGA Settlement.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA, and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period for a release of the Released PAGA Claims that occurred during the PAGA Period. If the Court approves a PAGA Payment of less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not subject to wage withholdings and shall be reported on IRS Form 1099. In the event the LWDA or the Court rejects this allocation, the Parties will meet and confer to reach a penalty allocation acceptable to all Parties that does not materially alter the terms of the Settlement, nor require Defendants to pay more than the Gross Settlement Amount

- (a) **Formula for Calculating Share of PAGA Fund.** The pro-rata portion of the PAGA Fund that is paid to each PAGA Member shall be determined based on the following formula:

- 1) The payment to PAGA Members will be based on the number of pay periods that each PAGA Member performed work for Defendants during the PAGA Period.
- 2) The amount to be paid per pay period for each PAGA Member will be

calculated by dividing the amount to be paid to all PAGA Members, or \$2,500, by the total aggregate number of pay periods of all PAGA Members during the PAGA Period, then multiplying by the number of pay periods the particular PAGA Member worked to arrive at the PAGA Member's pro rata share.

50. **Timing of Payments by Administrator.**

(a) The Settlement Administrator shall distribute funds for Participating Class Members' individual settlement shares, attorneys' fees and costs, PAGA Settlement Group Members' individual PAGA payments, Class Representative Service Payments, and Settlement Administrator Expenses and any other obligations under this Agreement proportionally within seven (7) days after receiving a deposit from Defendants.

51. **Procedure for Approving Settlement.**

(a) **Motion for Preliminary Approval of Settlement by the Court.**

- 1) After Execution of this Settlement Agreement, Plaintiffs will file a Preliminary Approval Motion with the Court for an order granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval").
- 2) At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement.

3) Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

(b) **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the completed Class Notice to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share, and the Opt-Out Form) as follows:

1) No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described above, or pursuant to

Defendants' express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendants and/or an order from the Court.

- 2) The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendants, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- 3) If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly re-mail the Class Notice Packet to the Class Member no later than seven (7) business days after the receipt of the undelivered Class Notice. The Settlement Administrator will use the Class Data and otherwise work with Defendants to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps,

consistent with its agreed-upon job parameters, Court orders, and fees, as agreed to with Class Counsel and Defendants and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, Social Security Numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 calendar days, this extended response date will be set forth in the re-mailed Class Notice, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendants' Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- 4) As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- 5) Not later than 10 calendar days before the date by which the Plaintiffs file the motion for final approval of the Settlement, the

Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections Not to Participate in Settlement) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

52. Objections to Settlement; Disputes as to Workweeks allocated to Class Members; Elections Not to Participate in Settlement. Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:

- (a) **Objections to Settlement.** Any Class Member may object to the proposed Settlement, or any portion thereof, by mailing a written Objection, and supporting papers, if any, to the Settlement Administrator at the address set forth in the Class Notice. Alternatively, a Class Member may appear at the Final Approval Hearing to make an oral Objection. To be timely, written Objections must be postmarked no later than the Response Deadline. A written Objection must contain the objecting person's full name, the case name and number, each specific reason in support of the objection, and any legal support for each objection, and include any and all supporting papers (including, without limitation, all briefs, written evidence, and declarations). A Class Member who desires to object but who fails to comply with the time and objection procedure

set forth herein shall be deemed to have not objected, which means they will be bound by the release of Released Claims, will be deemed to participate in the Settlement and shall become a Participating Class Member. The Settlement Administrator shall send all Objections in digital format to Class Counsel and Defendants' Counsel. If a Class Member wishes to appear at the Final Approval and Fairness Hearing and present his or her Objection to the Court orally, the objector's written statement should include the objector's statement of intent to appear at the Final Approval and Fairness Hearing. Only Class Members who specify in their Objections that they intend to present objections orally at the Final Approval and Fairness Hearing shall have the right to present their Objections orally at the Final Approval and Fairness Hearing.

- (b) **Disputes as to Workweeks.** Class Members may dispute their workweeks if they believe they were employed for more or less workweeks in the Class Period than Defendants' records show by submitting information to the Settlement Administrator no later than the Response Deadline. The Settlement Administrator will jointly work with the Parties to resolve the dispute in good faith. Defendants' records will be presumed determinative, unless the Class Member produces payment stubs, wage statements or other documents which conflict with Defendants' records. If the Parties cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendants.
- (c) **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than the Response Deadline, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the Response Deadline for opt-outs will be extended an

additional 15 calendar days. To be valid, an Election Not to Participate in Settlement must be timely and should comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. An Opt-Out will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. A Class Member who does not complete and mail a timely and valid Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

(d) **Report.** Not later than ten (10) calendar days after the Response Deadline, the

Settlement Administrator will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all Opt-Outs.

53. **Right of Defendants to Reject Settlement.** In the event that more than five percent (5%) of the Class Members submit valid Elections Not to Participate in Settlement or a number of Class Members whose share of the Net Settlement Amount is five percent (5%) or more submit valid Elections Not to Participate in Settlement, Defendants will have the right but not the obligation to rescind and terminate the Settlement without prejudice to its pre-settlement positions and defenses in the Action. Should the five percent (5%) threshold of Class Members who submit valid Elections Not to Participate in Settlement be exceeded, the Settlement Administrator shall notify Class Counsel and Defendants' Counsel via e-mail immediately. Defendants shall exercise their revocation rights, if at all, within fourteen (14) calendar days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendants exercise their revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Settlement Administration Expenses as of the date that Defendants exercise the right to void the Settlement pursuant to this Paragraph will be paid by Defendants.

54. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.

55. **Additional Briefing and Final Approval.**

- (a) Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments as part of the Motion for Final Approval or no later than the date Plaintiffs

file the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.

- (b) Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court the motion for final approval of the Settlement.
- (c) If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- (d) In the event the Court fails to approve the Settlement, or if the appropriate appellate court fails to approve the Settlement or if this Agreement is otherwise terminated: (1) the Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no party shall be bound by any of the terms of the Agreement; (2) Defendants shall have no obligation to make any payments to the Participating Class Members, Plaintiffs or Class Counsel; (3) any order

granting Preliminary Approval of Settlement, final approval or Judgment, shall be vacated; and (4) the Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential mediation settlement communications and not subject to disclosure for any purpose in any proceeding.

- (e) Upon entry of final approval of the Settlement and Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

56. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiffs and Participating Class Members who did not timely submit an Objection to the Settlement, and Defendants, and their respective counsel, hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

57. **Timing of Settlement Funding to the QSF.** Defendants shall fund the Gross Settlement Fund by depositing the money with the Settlement Administrator as follows:

\$125,000.00 – within 30 days after the Effective Date;

\$52,500.00 – 4 months later; and

\$52,500.00 – 4 months later.

58. **Uncashed Settlement Checks.** Before checks are mailed, the Settlement Administrator shall update address information through the National Change of Address database. A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her and may thereafter automatically be canceled if not cashed by a Participating Class Member within that time, at which time the Participating Class Member's check will be deemed void and have no further force and effect. The expiration date of the check must be conspicuously printed on the check. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the affected individual at his or her correct address by use of available phone numbers, social security numbers, credit reports, LinkedIn and Facebook. Any Participating Class Member's failure to negotiate and/or cash any such check will not abrogate or affect that Participating Class Member's waivers or releases under this Settlement. The Settlement Administrator shall mail a reminder to individuals who have not cashed their checks 120 days after issuance. If any funds remain in the Settlement Administration Account as a result of cancelled Settlement Share and individual PAGA checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each Participating Class Member whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

59. **Final Report by Settlement Administrator to Court.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

60. **Release of Claims.**

(a) **Participating Class Members.** Upon the Effective Date, each Participating Class Member shall release Defendants and the Released Parties, and each of them, from the Class Released Claims. Each Participating Class Member will be bound to the release of Class Released

Claims as a result of the Settlement and to the terms of the final judgment and the satisfaction of such judgment. Class Members who do not opt out will be deemed to have acknowledged and agreed that the Settlement payments constitute payment of all sums allegedly due to them.

- (b) **PAGA Settlement Group Members.** Upon the Effective Date, PAGA Settlement Group Members and the State of California shall release Defendants and Released Parties from the PAGA Released Claims.

- (c) **Complete General Release of All Claims by Named Plaintiffs:** In addition to the Class Released Claims and PAGA Released Claims identified above, Named Plaintiffs, on behalf of themselves and their heirs, representatives, attorneys, executors, administrators, successors, agents and assigns, hereby release, acquit, and forever discharge any and all claims, actions, causes of action, obligations, costs, expenses, damages, losses, liabilities, suits, debts, demands, entitlements, and other protections and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action which in any way relate to, arise out of, or are in any way connected with Plaintiff's employment relationship with Defendants and/or Released Parties, whether known or unknown, under all federal, state and local statutes, and federal and state common law (including but not limited to those for contract, tort,

and equity), including, without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under the (a) Americans With Disabilities Act, as amended; (b) Title VII of the Civil Rights Act of 1964, as amended; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981, as amended; (e) the Age Discrimination in Employment Act, as amended; (f) the Fair Labor Standards Act, as amended; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; (r) the California Unfair Competition Act (California Business and Professions Code section 17200, *et seq.*); and (s) any and all other federal, state and local statutes, ordinances, regulations, rules and other laws, and any and all claims based on constitutional, statutory, common law or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel or intentional and/or negligent infliction of emotional distress, or damages under any other federal, state or local statutes, ordinances, regulations, rules or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious

damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiffs forever release, discharge and agree to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement.

Notwithstanding this general release of claims by the named Plaintiffs, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law.

- d. **Named Plaintiffs' Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the individual Plaintiffs' Released Claims shall include all such claims, whether known or unknown by the releasing party. Therefore, with respect to Plaintiffs' Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

Plaintiffs, being aware of Section 1542, shall expressly waive and relinquish all rights and benefits they may have under Section 1542 as well as any

other statutes or common law principles of a similar effect. Plaintiffs may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of all the claims referenced herein, but stipulate and agree that, upon the Effective Date, Plaintiffs shall fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

- e. **Class Counsel.** Upon the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendants arising from or related to the Action.

61. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiffs or Participating Class Members, and Plaintiffs and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

62. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendants' Counsel will issue any press release regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendants or Plaintiffs from making any required disclosures.

V. MISCELLANEOUS TERMS

63. **No Other Actions.** Plaintiffs represent and affirm that they do not have any pending

court actions, arbitrations, or other legal proceedings against Defendants or Released Parties other than the Action.

64. **Integrated Agreement.** This Agreement contains the entire agreement between the Parties relating to the Settlement of the Action and the transactions contemplated thereby, and upon its full execution all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Agreement may be waived except in writing as provided above.

65. **Attorney Authorization.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of a mediator for resolution.

66. **No Collateral Attack.** This Agreement shall not be subject to collateral attack by any Class Member or PAGA Member after the Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Class Member or PAGA Member failed for any reason to receive notice of the settlement and/or her or his Individual Payment. PAGA Members do not have the

right to object or opt out of the Settlement.

67. **Notifications to the LWDA.** Plaintiffs' Counsel shall notify the LWDA of the Settlement at the same time that it is submitted to the Court and take all other steps required to effectuate the Settlement under Labor Code Section 2699(1).

68. **No Prior Assignments:** The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

69. **No Tax Advice / Tax Treatment and Tax Indemnification:** Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. Class Members and PAGA Members, including Plaintiffs, will assume any tax obligations or consequences which may arise from this Settlement. Class Members and PAGA Members, including Plaintiffs, release any and all claims that they have or may have against Defendants and the Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Members, including Plaintiffs, for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties, each Class Member or PAGA Member, including Plaintiffs, shall be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Member's share of any state or federal tax obligation. Plaintiffs and the Class and PAGA Members agree to hold Defendants and any of the Released Parties harmless from any costs, assessments, penalties, taxes, and/or attorneys' fees, which Defendants and any of the Released Parties may incur arising out of any and all claims made, sought or imposed by the I.R.S., the California Franchise Tax

Board, and/or any other federal, state or local taxing board and/or agency in regard to any amounts due, or claimed to be due, by the Class and PAGA Member, if any, to such authority or agency as a result of the tax treatment of the payment described above. If a Class or PAGA Member has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator. The Class and PAGA Members, including Plaintiffs, shall not contact Defendants, any of the Released Parties, or Defense Counsel regarding this Settlement or its tax consequences.

70. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

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

72. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.

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

74. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

75. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.

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

77. **Binding Nature of this Settlement.** This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiffs represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiffs, the Class Members, PAGA Members, the State of California, and the LWDA.

78. **Mutual Cooperation.** The parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

79. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Robert Ottinger
THE OTTINGER FIRM, P.C.
535 Mission Street, 14th Floor
San Francisco, CA 94133
robert@ottingerlaw.com
finn@ottingerlaw.com

To Defendants:

Ellen Arabian-Lee
ARABIAN-LEE LAW CORPORATION
2999 Douglas Boulevard, Suite 180
Roseville, California 95661
ellen@arabian-leelaw.com

80. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and

the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

81. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 and to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: 2/28/2023

DocuSigned by:
Amy Bugaiski
10EE8C2C1DBA4ED
AMY BUGAISKI, individually and on behalf of other aggrieved employees

DATED: 2/19/2023

DocuSigned by:
Kimberly Gardner
EA8719D6B3FE4EC...
KIMBERLY GARDNER, individually and on behalf of other aggrieved employees

DATED: _____

By: SONNEY BRUNING, individually and on behalf of Defendant ON A FRIDAY, INC., dba Sonney's BBQ Shack

AGREED TO BY PLAINTIFFS' COUNSEL:

THE OTTINGER LAW FIRM

DATED: 03/01/2023

Robert Ottinger
Robert Ottinger
Attorney for Plaintiffs and the Aggrieved Employees

the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

81. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 and to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

V. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

AGREED TO BY PLAINTIFFS AS TO FORM AND CONTENT:

DATED: _____

AMY BUGAISKI, individually and on behalf of other aggrieved employees

DATED: _____

KIMBERLY GARDNER, individually and on behalf of other aggrieved employees

DATED: Feb 22, 2023

Sonney Bruning

By: SONNEY BRUNING, individually and on behalf of Defendant ON A FRIDAY, INC., dba Sonney's BBQ Shack

AGREED TO BY PLAINTIFFS' COUNSEL:

THE OTTINGER LAW FIRM

DATED: _____

Robert Ottinger
Attorney for Plaintiffs and the Aggrieved Employees

APPROVED AS TO FORM TO BY DEFENDANTS' COUNSEL:

ARABIAN-LEE LAW CORPORATION

Ellen Arabian-Lee

DATED: Feb. 22, 2023

Ellen Arabian-Lee
Attorneys for Defendants ON A FRIDAY, INC. dba
Sonney's BBQ Shack, and SONNEY BRUINING