

GRAHAMHOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO,
CALIFORNIA 92102

1 **MOON & YANG, APC**
2 Kane Moon (SBN 249834)
3 kane.moon@moonyanglaw.com
4 Allen Feghali (SBN 301080)
5 allen.feghali@moonyanglaw.com
6 Enzo Nabiev (SBN 332118)
7 enzo.nabiev@moonyanglaw.com
8 1055 W. Seventh St., Suite 1880
9 Los Angeles, California 90017

10 **GRAHAMHOLLIS APC**
11 Graham S.P. Hollis (SBN 120577)
12 ghollis@grahamhollis.com
13 Vilmarie Cordero (SBN 268860)
14 vcordero@grahamhollis.com
15 Hali M. Anderson (SBN 261816)
16 handerson@grahamhollis.com
17 Erik A. Dos Santos (SBN 309998)
18 edossantos@grahamhollis.com
19 3555 Fifth Avenue, Suite 200
20 San Diego, California 92103
21 Telephone: 619.692.0800
22 Facsimile: 619.692.0822

23 Attorneys for Plaintiffs

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **COUNTY OF SAN JOAQUIN**

26 CHRISTIAN GONZALEZ TUNCHEZ and
27 MADISON COOPER, individually, and on
28 behalf of all others similarly situated,

Plaintiff,

vs.

THOMAS CUISINE MANAGEMENT, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants

Case No.: STK-CV-UOE-2021-0009373

[IMAGED FILE]

**JOINT STIPULATION FOR CLASS ACTION
SETTLEMENT AND RELEASE**

GRAHAM HOLLIS APC
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INTRODUCTION AND RECITALS

This Stipulation for Class Action Settlement (“Stipulation” or “Agreement”) is made by and between Christian Gonzalez Tunchez and Madison Cooper (“Plaintiffs”), on behalf of themselves and all members of the Settlement Class, as defined below, on the one hand, and Defendant Thomas Cuisine Management, LLC (“Defendant” or “TCM”), on the other hand (collectively, the “Parties”) in the actions entitled *Christian Tunchez, et al. v. Thomas Cuisine Management, LLC* (San Joaquin Case Number STK-C-UOE-2021-0009373 (“*Tunchez*”) and *Madison Cooper. v. Thomas Cuisine Management, LLC*. (Fresno County Superior Court Case No. 21CECG01974 (“*Cooper*”) (together, the “Litigation”).

1. DEFINITIONS.

1.1. “Action(s)” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned cases entitled *Christian Tunchez, et al. v. Thomas Cuisine Management, LLC* (San Joaquin County Superior Court Case No. STK-C-UOE-2021-0009373) and *Madison Cooper v. Thomas Cuisine Management, LLC, et al.* (Fresno County Superior Court Case No. 21CECG0197) and pending in Superior Court of the State of California, Counties of San Joaquin and Fresno.

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. “Class” means all current or former non-exempt employees of Defendant who worked in California at any time during the Class Period.

1.5. “Class Counsel” means Moon & Yang, APC and GrahamHollis APC.

1.6. “Class Counsel Fees Payment” and “Class Counsel Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and actual and documented litigation expenses, respectively, incurred in prosecuting the Action.

1.7. “Class Data” means Class Member identifying information in Defendant’s possession,

1 including the Class Member’s name, last-known mailing address, Social Security number, and number
2 of Class Period Workweeks and PAGA Period Workweeks.

3 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a
4 Participating Class Member or Non-Participating Class Member (including a Non-Participating Class
5 Member who qualifies as a PAGA Employee).

6 1.9. “Class Member Address Search” means the Administrator’s investigation and search for
7 current Class Member mailing addresses using all reasonably available sources, methods and means
8 including, but not limited to, the National Change of Address database, skip traces, and direct contact by
9 the Administrator with Class Members.

10 1.10. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
11 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class
12 Members in the form, without material variation except as may be ordered by the Court, attached as
13 **Exhibit A** and incorporated by reference into this Agreement.

14 1.11. “Class Period” means the period from January 11, 2017 to October 4, 2022.

15 1.12. “Class Representatives” means Christian Tunchez Gonzalez and Madison Cooper, the
16 named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class
17 Representatives.

18 1.13. “Class Representative Payment” means the payment to the Class Representatives for
19 initiating the Action and providing services in support of the Action.

20 1.14. “Court” means the Superior Court of California, County of San Joaquin.

21 1.15. “Defendant” means Thomas Cuisine Management, LLC, the named defendant in the
22 Action.

23 1.16. “Defense Counsel” means Littler Mendelson, PC.

24 1.17. “Effective Date” means the date by when both of the following have occurred: (a) the
25 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is
26 final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class
27 Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating
28 Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the

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1 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the
2 Judgment and issues a remittitur.

3 1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

4 1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
5 the Settlement.

6 1.20. “Gross Settlement Amount” means \$3,350,000.00, which is the maximum total amount
7 Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross
8 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the
9 LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, the
10 Class Representative Payment, and the Administration Expenses Payment.

11 1.21. “Individual Class Payment” means the Participating Class Member’s *pro rata* share of
12 the Net Settlement Amount calculated according to the number of Workweeks worked during the Class
13 Period.

14 1.22. “Individual PAGA Payment” means the PAGA Employee’s *pro rata* share of 25% of the
15 PAGA Award calculated according to the number of PAGA Period Workweeks worked during the
16 PAGA Period.

17 1.23. “Judgment” means the judgment entered by the Court based upon the Final Approval.

18 1.24. “LWDA” means the California Labor and Workforce Development Agency, the agency
19 to receive a share of PAGA Award under Labor Code § 2699, subd. (i).

20 1.25. “LWDA PAGA Payment” means the 75% of the PAGA Award paid to the LWDA under
21 Labor Code § 2699, subd. (i).

22 1.26. “Net Settlement Amount” means the Gross Settlement Amount, less the following
23 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
24 Payment, Class Representative Payment, Class Counsel Fees Payment, Class Counsel Expenses
25 Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class
26 Members as Individual Class Payments.

27 1.27. “Non-Participating Class Member” means any Class Member who opts out of the
28 Settlement by sending the Administrator a valid and timely Request for Exclusion.

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1 1.28. "PAGA Period Workweek" number of weeks during which a PAGA Employee worked
2 for Defendant during the PAGA Period, calculated by dividing the total number of calendar days in
3 which a PAGA Employee worked for Defendant during the PAGA Period as a non-exempt employee
4 for Defendant in California (less any days on a leave of absence) by seven.

5 1.29. "PAGA Employee" means a current or former non-exempt employee of Defendant who
6 worked for Defendant in California during the PAGA Period.

7 1.30. "PAGA Period" means the period between January 11, 2020, through October 4, 2022.

8 1.31. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

9 1.32. "PAGA Notice" means Plaintiffs' June 9, 2021, August 13, 2021, and October 2, 2021
10 Notices to Defendant and the LWDA pursuant to Labor Code § 2699.3, subd.(a).

11 1.33. "PAGA Award" means \$335,000.00, the total amount of PAGA payments to be paid from
12 the Gross Settlement Amount, allocated 25% to the PAGA Employees (\$83,750.00) and 75% to the
13 LWDA (\$251,250.00) in settlement of PAGA claims.

14 1.34. "Participating Class Member" means a Class Member who does not submit a valid and
15 timely Request for Exclusion from the Settlement.

16 1.35. "Plaintiffs" mean Christian Tunchez Gonzalez and Madison Cooper, the named
17 plaintiffs in the Action.

18 1.36. "Preliminary Approval" means the Court's order granting preliminary approval of the
19 Settlement.

20 1.37. "Released Class Claims" means the claims being released as described in Paragraph 5.1
21 below.

22 1.38. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2
23 below.

24 1.39. "Released Parties" means: Defendant Thomas Cuisine Management, LLC each of its
25 past, present, and future officers, directors, employees, agents, representatives, attorneys, insurers,
26 investors, shareholders, consultants, parent companies, subsidiaries, affiliates, divisions, predecessors,
27 successors, assigns, and joint ventures.

28 1.40. "Request for Exclusion" means a Class Member's submission of a written request to be

1 excluded from the Class Settlement signed by the Class Member.

2 1.41. "Response Deadline" means 60 calendar days after the Administrator mails Notice to
3 Class Members and PAGA Employees and shall be the last date on which Class Members may: (a) fax
4 or mail Requests for Exclusion from the Settlement, or (b) fax or mail his or her Objection to the
5 Settlement.

6 1.42. "Settlement" means the disposition of the Action effected by this Agreement and the
7 Judgment.

8 1.43. "Vacation Subclass". The Vacation Subclass is defined as all members of The Settlement
9 Class who was classified as "part-time" but worked more than 30 hours per week at any time from January
10 11, 2017, to October 4, 2022 and did not receive vacation pay. Vacation Subclass Members will be
11 credited with .04 additional compensable workweeks for each workweek worked.

12 1.44. "Waiting Time Subclass." The Waiting Time Subclass is defined as all members of the
13 Settlement Class whose employment with Defendant ended at any time from January 11, 2018, to October
14 4, 2022. Waiting Time Subclass Members will be credited with 4 additional compensable workweeks.

15 1.45. "Workweek" means the number of weeks during which a Class Member worked for
16 Defendant during the Class Period, calculated by dividing the total number of calendar days in which a
17 Class Member worked for Defendant during the Class Period as a non-exempt employee for Defendant
18 in California (less any days on a leave of absence) by seven.

19 **2. RECITALS.**

20 2.1 Plaintiff Christian Gonzalez Tunchez filed a class and PAGA action in San Joaquin
21 County Superior Court on October 6, 2021 against Defendant. The operative complaint alleges the
22 following causes of action on behalf of Plaintiffs and the members of the putative class: (1) Failure to
23 Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular
24 Wages; (4) Failure to Pay Overtime Wages; (5) Failure to Reimburse Necessary Business Expenses; (6)
25 Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Timely Pay All Wages Due Upon
26 Separation of Employment; (8) Violation of Business & Professions Code section 17200; and (9)
27 Violation of Cal. Labor Code §§ 2698, et seq. (PAGA).

28 2.2 Plaintiff Madison Cooper filed a class and PAGA action in Fresno County Superior Court

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1 on July 8, 2021 against Defendant. The operative complaint alleges the following causes of action on
2 behalf of Plaintiffs and the members of the putative class: (1) Failure to Provide Meal Periods; (2)
3 Failure to Provide Rest Periods; (3) Failure to Pay Minimum & Regular Wages; (4) Failure to Pay
4 Overtime Wages; (5) Failure to Pay Accrued Vacation; (6) Failure to Provide Accurate Itemized Wage
5 Statements; (7) Failure to Timely Pay All Wages Due Upon Separation of Employment; (8) Violation of
6 Business & Professions Code section 17200; and (9) Violation of Cal. Labor Code §§ 2698, et seq.
7 (PAGA).

8 2.3 On December 8, 2022, Plaintiffs filed a Second Amended Complaint which asserted the
9 claims of both actions into the *Tunchez* Action. The Second Amended Complaint is the operative
10 complaint in the Action (“Operative Complaint”).

11 2.4 Defendant denies the allegations in the Operative Complaint, denies any failure to
12 comply with the laws identified in in the Operative Complaint, and denies any and all liability for the
13 causes of action that are or reasonably could have been alleged based on the facts in the Operative
14 Complaint.

15 2.5 Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave written notice to Defendant
16 and the LWDA by sending PAGA Notices on June 9, 2021, August 13, 2021, and October 2, 2021.

17 2.6 On August 5, 2022, the Parties participated in an all-day private mediation presided over
18 by Tripper Ortman, Esq., which led to this Agreement to settle the Action. The Settlement is the product
19 of arm’s length negotiations by highly skilled and well-informed counsel.

20 2.7 Prior to mediation, Plaintiffs obtained, Defendant’s policies and procedures related to the
21 claims asserted, and the timekeeping and payroll records for all Class Members.

22 2.8 The Parties, Class Counsel, and Defense Counsel are not aware of any other pending
23 matter or action asserting claims that will be extinguished or affected by the Settlement.

24 **3. MONETARY TERMS.**

25 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
26 Defendant agrees to pay a maximum total amount of \$3,350,000.00 (three million three hundred fifty
27 thousand dollars) as the Gross Settlement Amount, and to separately pay the applicable employer-side
28 payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation

1 to pay the Gross Settlement Amount or any applicable payroll taxes prior to the deadline stated in
2 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount
3 without asking or requiring Participating Class Members or PAGA Employees to submit any claim as a
4 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

5 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct
6 the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the
7 Final Approval:

8 3.2.1 To Plaintiffs: A Class Representative Payment to each Class Representative of
9 not more than \$10,000 as approved by the Court (in addition to any Individual Class
10 Payment they are entitled to receive as a Participating Class Member and any Individual
11 PAGA Payment she is entitled to receive) as a service award to Plaintiffs for their
12 participation in this Action and in exchange for their execution of general release of all
13 claims against Defendant in their individual capacity and Civil Code section 1542, as
14 outlined in Paragraph 5.3 of this Agreement. Defendant will not oppose Plaintiffs’
15 request for a Class Representative Payment that does not exceed this amount. If the Court
16 approves a Class Representative Payment less than the amount requested, the
17 Administrator will retain the remainder in the Net Settlement Amount. The
18 Administrator will pay the Class Representative Payment using IRS Form 1099.
19 Plaintiffs assume full responsibility and liability for employee taxes owed on the Class
20 Representative Payment.

21 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
22 the Gross Settlement Amount, which is currently estimated to be \$1,116,666.67, and a
23 Class Counsel Expenses Payment of not more than \$22,000.00 as reimbursement of Class
24 Counsel’s actual and documented litigation costs, both as approved by the Court.
25 Defendant will not oppose requests for these payments provided that they do not exceed
26 these amounts. Plaintiffs will file a motion for Class Counsel Fees Payment and Class
27 Counsel Expenses Payment no later than 16 court days prior to the Final Approval
28 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel

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1 Expenses Payment less than the amounts requested, the Administrator will retain the
2 remainder in the Net Settlement Amount. Released Parties shall have no liability to Class
3 Counsel or any other Plaintiff’s Counsel arising from any claim to any portion any Class
4 Counsel Fees Payment and/or Class Counsel Expenses Payment. The Administrator will
5 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or
6 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes
7 owed on the Class Counsel Fees Payment and the Class Counsel Expenses Payment.

8 Class Counsel’s fees shall be split as the follows:

9 Per Class Counsel’s Joint Prosecution Agreement, Tunchez Counsel will receive
10 between 10-15% and GrahamHollis APC will receive between 85-90% of the
11 Court-awarded attorneys’ fees.

12 A. Plaintiffs have acknowledged and consented to this fee split through a separate
13 Joint Prosecution Agreement and acknowledge and consent to this fee split by signing
14 this Settlement Agreement.

15 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
16 \$22,000 except for a showing of good cause and as approved by the Court. To the extent
17 the Administration Expenses are less or the Court approves payment less than \$22,000,
18 the Administrator will retain the remainder in the Net Settlement Amount.

19 3.2.4 To the LWDA and PAGA Employees: PAGA Award allocated to the LWDA
20 PAGA Payment and to the Individual PAGA Payments.

21 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing
22 the amount of the PAGA Employees’ 25% share of PAGA Award (\$83,750.00) by the
23 total number of PAGA Period Workweeks worked by all PAGA Employees during the
24 PAGA Period and (b) multiplying the result by each PAGA Employee’s PAGA Period
25 Workweek. If the Court approves PAGA Award of less than the amount requested, the
26 Administrator will retain the remainder in the Net Settlement Amount.

27 3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099
28 Forms, if applicable. PAGA Employees assume full responsibility and liability for any

1 taxes owed on their Individual PAGA Payment.

2 3.2.5 To Each Participating Class Member: An Individual Class Payment calculated by
3 (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all
4 Participating Class Members during the Class Period and (b) multiplying the result by
5 each Participating Class Member's Workweeks.

6 3.2.5.1 Tax Allocation of Individual Class Payments. The Parties agree that 10% of each
7 Participating Class Member's Individual Class Payment will be allocated to settlement of
8 wage claims (the "Wage Portion"). The Wage Portions will be subject to tax withholding
9 and reported on an IRS W-2 Form. The remaining 90% of each Participating Class
10 Member's Individual Class Payment will be allocated to settlement of claims for other
11 damages and interest (the "Non-Wage Portion"). The Non-Wage Portions will not be
12 subject to wage withholdings and will be reported on IRS 1099 Forms. Participating
13 Class Members assume full responsibility and liability for any employee taxes owed on
14 any portion of their Individual Class Payment.

15 **4. SETTLEMENT FUNDING AND PAYMENTS.**

16 4.1 Workweeks. The total compensable workweeks are estimated to be approximately
17 101,000 for the Class Period. If the final accounting of the number of weeks worked during the Class
18 Period increases by more than 7% other than due to the passage of time beyond October 4, 2022,
19 Defendant has the option of (1) increasing the Gross Settlement Amount by a proportional amount that
20 exceeds 7% (e.g., if the total number of workweeks in the Class Period increases by eight percent (8%)0,
21 then Defendant agrees to increase the Gross Settlement Amount by one percent (1%), or (2) cutting off
22 the Release Date and Settlement at August 5, 2022. Defendant shall provide an accounting of
23 workweeks to the administrator no later than 10 business days after the Court grants preliminary
24 approval of this settlement. Vacation Subclass Members will be credited with .04 additional
25 compensable workweeks for each workweek worked and Waiting Time Subclass Members will be
26 credited with four additional compensable workweeks. The additional workweeks added for Vacation
27 Subclass Members and Waiting Time Subclass Members will not count for purposes of the Parties'
28 Escalator Clause.

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1 4.2 Class Data. Not later than 10 business days after the Court grants Preliminary Approval
2 of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft
3 Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class
4 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and
5 restrict access to the Class Data to Administrator employees who need access to the Class Data to effect
6 and perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in
7 good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

8 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
9 Amount, and also fund the amounts necessary to fully pay Defendant’s share of applicable payroll taxes,
10 by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

11 4.4 Payments from the Gross Settlement Amount. Within 21 calendar days after Defendant
12 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
13 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
14 Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class
15 Representative Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Expenses
16 Payment, and the Class Representative Payment shall not precede disbursement of Individual Class
17 Payments and Individual PAGA Payments.

18 4.4.1 The Administrator will issue checks for the Individual Class Payments and
19 Individual PAGA Payments and send them to the Class Members via First Class U.S.
20 Mail, postage prepaid. The face of each check shall prominently state the date (not less
21 than 180 days after the date of mailing) when the check will be voided. The
22 Administrator will cancel all checks not cashed by the void date. The Administrator will
23 send checks for Individual Settlement Payments to all Participating Class Members. The
24 Administrator will send checks for Individual PAGA Payments to all PAGA Employees
25 including Non-Participating Class Members who qualify as PAGA Employees. Before
26 mailing any checks, the Administrator must update the recipients’ mailing addresses
27 using the National Change of Address Database.

28 4.4.2 The Administrator must conduct a Class Member Address Search for all other

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Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 The residue, if any, including (1) funds from checks which were unable to be delivered due to the Settlement Administrator's inability to obtain a valid mailing address as set forth in this provision, (2) funds from checks that remain uncashed after 180 days from the date of the check, and (3) any related tax refunds or returns, will be delivered to the Participating Class Members if the amount to distribute the uncashed checks does not exceed 50% the administration costs to distribute the uncashed checks. If the amount does exceed the 50% threshold, funds from uncashed or returned checks will be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Settlement Class Members, whether or not they all cash their Settlement Checks.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

1 5.1 Released Class Claims. Upon the Effective Date and the funding of the Gross Settlement
2 Amount, and except as to the right to enforce the terms and conditions of this Agreement, each
3 Participating Class Member will release the Released Parties of all causes of action and claims against
4 Defendant that were alleged the *Tunchez* and *Cooper* actions, or reasonably could have been alleged
5 based on the facts and legal theories contained in the Second Amended Complaint(s), including all of
6 the following claims for relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods;
7 (3) Failure to Pay Minimum & Regular Wages.; (4) Failure to Pay Overtime Wages; (5) Failure to Pay
8 Accrued Vacation; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse
9 Necessary Business Expenses; (8) Failure to Timely Pay All Wages Due Upon Separation of
10 Employment; (9) Violation of Business & Professions Code section 17200 (collectively, the “Released
11 Claims”). The Class Release will only release these claims during the Class Period.

12 5.2 Released PAGA Claims: Upon the Effective Date and the funding of the Gross
13 Settlement Amount, each PAGA Employee will release Defendant from all causes of action and claims
14 for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that were
15 alleged in the *Tunchez* and *Cooper* actions, or reasonably could have been alleged based on the facts
16 and legal theories contained in the First Amended Complaint(s), including all of the following claims for
17 relief: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay
18 Minimum & Regular Wages.; (4) Failure to Pay Overtime Wages; (5) Failure to Pay Accrued Vacation;
19 (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Reimburse Necessary
20 Business Expenses; (8) Failure to Timely Pay All Wages Due Upon Separation of Employment. The
21 PAGA Release will only release these claims during the PAGA Period. PAGA Employees will not be
22 able to exclude themselves from the PAGA release.

23 5.3 General Release by Plaintiffs. In exchange for the Class Representative Payment, upon
24 the Effective Date, and except as to the right to enforce the terms and conditions of this Agreement,
25 Plaintiffs release the Released Parties from any and all charges, complaints, claims, causes of action,
26 demands, disputes, damages, business expenses, attorneys’ fees, costs, losses, and liabilities of any kind
27 or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which
28 Plaintiffs, at any time, had, claimed to have, or Plaintiffs may have, including but not limited to any and

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1 all claims arising out of, relating to, or resulting from her employment with and separation of
2 employment with Released Parties, including any claims arising under any federal, state, or local law
3 relating to employment, including, but in no way limited to, any claim under Title VII of the Civil
4 Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 1981; the Americans with Disabilities Act
5 (“ADA”); the Family and Medical Leave Act (“FMLA”); the Employee Retirement Income Security
6 Act (“ERISA”); the California Family Rights Act (“CFRA”); the California Fair Employment and
7 Housing Act (“FEHA”); all claims for wages or penalties under the Fair Labor Standards Act (“FLSA”);
8 all claims for wages or penalties under the California Labor Code; Business and Professions Code §§
9 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or interference with legal rights;
10 any and all other employment or discrimination laws; whistleblower claims; any tort, fraud, or
11 constitutional claims; and any breach of contract claims or claims of promissory estoppel. It is agreed
12 that this is a general release and is to be broadly construed as a release of all claims; provided that,
13 notwithstanding the foregoing, this paragraph expressly does not include a release of any claims that
14 cannot be released hereunder by law. Nothing in this Agreement prohibits Plaintiffs from filing a charge
15 or complaint or communicating with a government agency where, as a matter of law, Defendant may not
16 restrict Plaintiffs’ ability to do so. However, Plaintiffs hereby waive their rights to any monetary benefits
17 or recovery in connection with any such claim, charge or proceeding, except this Agreement does not
18 limit Plaintiffs’ right to receive an award for information provided to any government agencies. Nothing
19 in this Agreement waives Plaintiffs’ right to testify or prohibits them from testifying in an
20 administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual
21 harassment when she has been required or requested to attend the proceeding pursuant to a court order,
22 subpoena or written request from an administrative agency or the California state legislature. Plaintiffs
23 understand and expressly agrees that this Agreement extends to claims that they have against Released
24 Parties, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or
25 contingent, past, present, or future, arising from or attributable to an incident or event, occurring in
26 whole or in part, on or before the Effective Date of this Agreement. Any and all rights granted under any
27 state or federal law or regulation limiting the effect of this Settlement Agreement, including the
28 provisions of section 1542 of the California Civil Code, are hereby expressly waived. Section 1542 of

1 the California Civil Code reads as follows:

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

7 **6. MOTION FOR PRELIMINARY APPROVAL.**

8 6.1 Plaintiffs' Responsibilities. Class Counsel will prepare and deliver to Defense Counsel
9 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
10 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
11 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code §
12 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA
13 Settlement; (iii) a draft proposed Class Notice; and (iv) a signed declaration from Class Counsel
14 attesting to its competency to represent the Class Members and its timely transmission to the LWDA of
15 all necessary PAGA documents. Class Counsel will provide the drafts in (i) to (iii) to Defense Counsel
16 before filing for review and comment.

17 6.1.1 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
18 for Preliminary Approval and/or the supporting declarations and documents, Class
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties
20 by meeting in person or by telephone, and in good faith, to resolve the disagreement. If
21 the Court does not grant Preliminary Approval or conditions Preliminary Approval on
22 any material change to this Agreement, Class Counsel and Defense Counsel will
23 expeditiously work together on behalf of the Parties by meeting in person or by
24 telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's
25 concerns.

26 **7. SETTLEMENT ADMINISTRATION.**

27 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as
28 the Administrator and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound

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1 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
2 payment of Administration Expenses. The Parties and their Counsel represent that they have no interest
3 or relationship, financial or otherwise, with the Administrator other than a professional relationship
4 arising out of prior experiences administering settlements.

5 7.2 Employer Identification Number. The Administrator shall have and use its own Employer
6 Identification Number for purposes of calculating payroll tax withholdings and providing reports state
7 and federal tax authorities.

8 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
9 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

10 7.4 Notice to Class Members.

11 7.4.1 No later than three (3) business days after receipt of the Class Data, the
12 Administrator shall notify Class Counsel that the list has been received and state the
13 number of Class Members, PAGA Members, and Workweeks in the Class Data.

14 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10
15 calendar days after receiving the Class Data, the Administrator will send to all Class
16 Members identified in the Class Data, via first-class United States Postal Service
17 (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as
18 Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts
19 of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
20 Member, and the number of Workweeks and PAGA Period Workweeks used to calculate
21 these amounts. Before mailing Class Notices, the Administrator shall update Class Member
22 addresses using the National Change of Address database.

23 7.4.3 Not later than three business (3) days after the Administrator’s receipt of any
24 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
25 Class Notice using any forwarding address provided by the USPS. If the USPS does not
26 provide a forwarding address, the Administrator shall conduct a Class Member Address
27 Search, and re-mail the Class Notice to the most current address obtained. The
28 Administrator has no obligation to make further attempts to locate or send Class Notice to

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Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or PAGA Period Workweeks, and Requests for Exclusion will be extended an additional 10 calendar days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send a Class Notice requiring them to exercise options under this Agreement not later than 10 calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

7.5 Requests for Exclusion.

7.5.1 Class Members who wish to exclude themselves from the Class Settlement must send the Administrator, by fax or mail, a signed written Request for Exclusion not later than 60 calendar days after the Administrator mails the Class Notice (plus an additional 10 calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that clearly communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name and address. To be valid, a Request for Exclusion must be timely faxed or postmarked by the Response Deadline.

7.5.2 The Administrator shall accept any Request for Exclusion as valid if the Administrator can clearly ascertain the identity of the person as a Class Member and the Class Member’s desire to be excluded. The Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand

1 additional proof of the Class Member's identity. The Administrator's determination of
2 authenticity shall be final and not appealable or otherwise susceptible to challenge.

3 7.5.3 Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
5 to all benefits and bound by all terms and conditions of the Settlement, including the
6 Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless
7 of whether the Participating Class Member actually receives the Class Notice or objects
8 to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a
10 Non-Participating Class Member and shall not receive an Individual Class Payment or
11 have the right to object to the class action components of the Settlement. Non-
12 Participating Class Members who are PAGA Employees are deemed to release the claims
13 identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA
14 Payment.

15 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 calendar
16 days after the Administrator mails the Class Notice (plus an additional 10 calendar days for Class
17 Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Period
18 Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the
19 allocation by communicating with the administrator via fax or mail. The Administrator must encourage
20 the challenging Class Member to submit supporting documentation. In the absence of any contrary
21 documentation, the Administrator is entitled to presume that the Workweeks and PAGA Period
22 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
23 Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Period
24 Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator
25 shall promptly provide copies of all challenges to the calculation of Workweeks to Defense Counsel and
26 Class Counsel and the Administrator's determination of the challenges.

27 7.7 Objections to Settlement.

28 7.7.1 Only Participating Class Members may object to the class action components of

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1 the Settlement, including contesting the fairness of the Settlement and/or the amounts
2 requested for the Class Counsel Fees Payment, the Class Counsel Expenses Payment,
3 and/or the Class Representative Payment.

4 7.7.2 Participating Class Members may send written objections to the Administrator by
5 fax or mail. In the alternative, Participating Class Members may appear in Court (or
6 retain an attorney to appear in Court) to present verbal objections at the Final Approval
7 Hearing. A Participating Class Member who elects to send a written objection to the
8 Administrator must do so not later than 60 calendar days after the Administrator’s
9 mailing of the Class Notice (plus an additional 10 calendar days for Class Members
10 whose Class Notice was re-mailed).

11 7.7.3 Non-Participating Class Members have no right to object to any of the class action
12 components of the Settlement.

13 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
14 performed or observed by the Administrator contained in this Agreement or otherwise.

15 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish
16 and maintain and use an internet website to post information of interest to Class Members
17 including the date, time and location for the Final Approval Hearing and copies of the
18 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the
19 Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees
20 Payment, Class Counsel Expenses Payment and Class Representative Payment, and the
21 Final Approval and the Judgment. The Administrator will also maintain and monitor a
22 toll-free telephone number to receive Class Member calls and faxes.

23 7.8.2 Requests for Exclusion and Exclusion List. The Administrator will promptly
24 review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
25 five days after the expiration of the deadline for submitting Requests for Exclusion, the
26 Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the
27 names and other identifying information of Class Members who have timely submitted
28 valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying

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information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion received, objections received, and challenges to Workweeks and/or PAGA Period Workweeks received (“Weekly Report”).

7.8.4 Workweek Challenges. The Administrator has the authority to address and make final, decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 10 calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration in Court

7.8.6 Final Report by Administrator. Within 10 calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 10 calendar days before any deadline set by the Court, the Administrator will prepare, and

1 will submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing
2 in Court attesting to its disbursement of all payments required under this Agreement.
3 Class Counsel is responsible for filing the Administrator's declaration in Court.

4 **8. PRO RATA INCREASE.** The total compensable workweeks are estimated to be
5 approximately 101,000 for the Class Period. If the final accounting of the number of weeks worked
6 during the Class Period increases by more than 7% other than due to the passage of time beyond October
7 4, 2022, Defendant has the option of (1) increasing the Gross Settlement Amount by a proportional
8 amount that exceeds 7% (e.g., if the total number of workweeks in the Class Period increases by eight
9 percent (8%), then Defendant agrees to increase the Gross Settlement Amount by one percent (1%)), or
10 (2) cutting off the Release Date and Settlement at August 5, 2022. Defendant shall provide an
11 accounting of workweeks to the administrator no later than 10 business days after the Court grants
12 preliminary approval of this settlement.

13 **9. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the
14 calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the
15 Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd.
16 (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final
17 Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel prior to filing the
18 Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in
19 person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final
20 Approval.

21 **9.1 Response to Objections.** Each Party retains the right to respond to any objection raised
22 by a Participating Class Member, including the right to file responsive documents in Court no later than
23 five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

24 **9.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final
25 Approval on any material modification of the Settlement (including, but not limited to, the scope of
26 release to be granted by Class Members), the Parties will expeditiously work together in good faith to
27 address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The
28 Court’s decision to award less than the amounts requested for the Class Representative Payment, Class

1 Counsel Fees Payment, Class Counsel Expenses Payment and/or Administrator Expenses Payment shall
2 not constitute a material modification to the Agreement within the meaning of this paragraph.

3 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
4 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
5 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
6 addressing such post-Judgment matters as are permitted by law.

7 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
8 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel
9 Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all
10 Participating Class Members who did not object to the Settlement as provided in this Agreement, waive
11 all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings,
12 the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The
13 waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If
14 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be
15 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to
16 matters that do not affect the amount of the Net Settlement Amount.

17 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires any material
19 modification of this Agreement (including, but not limited to, the scope of release to be granted by Class
20 Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work
21 together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of
22 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after
23 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
24 Representative Payment or any payments to Class Counsel shall not constitute a material modification of
25 the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains
26 unchanged.

27 10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil
28 Procedure § 384, the Parties will work together in good faith to jointly submit and a proposed amended

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1 judgment.

2 **11. ADDITIONAL PROVISIONS.**

3 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other
4 Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing
5 in this Agreement is intended to or should be construed as an admission by Defendant that any of the
6 allegations in the Operative Complaint and/or the LWDA letter have merit or that Defendant has any
7 liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that
8 Defendant’s defenses in the Action have merit. The Parties agree to class certification and
9 representative treatment for purposes of this Settlement only. If, for any reason the Court does grant
10 Preliminary Approval, does not grant Final Approval, or does not enter Judgment, Defendant reserves
11 the right to contest certification of any class and/or the appropriateness of a PAGA representative action
12 for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff
13 reserves the right to move for class certification on any grounds available and to contest Defendant’s
14 defenses. The Settlement, this Agreement, and Parties’ willingness to settle the Action will have no
15 bearing on, and will not be admissible in connection with, any litigation (except for proceedings to
16 enforce or effectuate the Settlement and this Agreement).

17 11.2 Confidentiality and Publicity. The parties and attorneys will keep the settlement
18 confidential through preliminary approval. Thereafter, the Parties will agree to make no comments to the
19 media or otherwise publicize the terms of the settlement. However, Plaintiffs’ counsel shall be allowed
20 to discuss the Settlement Administration with Class Members, and disclose the Settlement to any Court
21 for any matter for the of determining Plaintiffs’ counsel’s adequacy as counsel. In response to any media
22 inquiries, Plaintiff and Plaintiffs’ counsel will state that “the case was resolved with Court approval.”
23 Plaintiffs’ Counsel shall not report the settlement or its content in any medium or in any publication,
24 shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their
25 website, and shall not contact any reporters or media regarding the settlement, the Action, or their
26 content. However, Plaintiffs’ counsel shall be permitted to post or report anything which would not
27 identify Defendants by name or in a manner which would not identify Defendants on their website.
28 Nothing in this provision is intended to prohibit: (i) Plaintiffs from discussing this settlement with

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1 Plaintiffs' spouse, attorneys, or tax advisors; (ii) Plaintiffs' counsel from citing the settlement in this
2 case as evidence supporting their competence as counsel in wage/hour and/or class action matters in
3 public court filings; or (iii) Plaintiffs' counsel from communicating with the Plaintiff in this case,
4 discussions with Class Members regarding the settlement, the LWDA, or with the Court in which this
5 action is pending.

6 11.3 No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees will not solicit any Class Member to opt out of or object to the Settlement, or to appeal from
8 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
9 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class
10 Members.

11 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
12 together with its attached exhibit shall constitute the entire agreement between the Parties relating to the
13 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
14 or by any Party.

15 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action
17 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
18 to execute any other documents reasonably required to effectuate the terms of this Agreement including
19 any amendments to this Agreement.

20 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their
21 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
22 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as
23 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
24 document necessary to implement the Settlement, or on any modification of the Agreement that may
25 become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or
26 the Court for resolution.

27 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not
28 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to

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1 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
2 and discharged by the Party in this Settlement.

3 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are
4 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
5 such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
6 amended) or otherwise.

7 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
8 modified, changed, or waived only by an express written instrument signed by all Parties or their
9 representatives, and approved by the Court.

10 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to
11 the benefit of, the successors of each of the Parties.

12 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibit will be
13 governed by and interpreted according to the internal laws of the state of California, without regard to
14 conflict of law principles.

15 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
16 this Agreement. This Agreement will not be construed against any Party on the basis that the Party was
17 the drafter or participated in the drafting.

18 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 11.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be
21 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
22 California state court legal holiday, such date or deadline shall be on the first business day thereafter.

23 11.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts
24 by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be
25 accepted as an original. All executed counterparts and each of them will be deemed to be one and the
26 same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any
27 executed counterpart will be admissible in evidence to prove the existence and contents of this
28 Agreement.

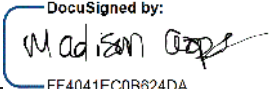
1 11.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that
3 upon the signing of this Agreement that pursuant to Code of Civil Procedure § 583.330 to extend the
4 date to bring a case to trial under Code of Civil Procedure § 583.310 for the entire period of this
5 settlement process.

6 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates
7 indicated below.

8 Dated:

9 By: _____
10 CHRISTIAN GONZALEZ TUNCHEZ

11 Dated: 1/24/2023

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15 DocuSigned by:
16 
17 MADISON COOPER
18 FF4041EC0B824DA...

19 Dated: THOMAS CUISINE MANAGEMENT, LLC

20 By: _____

21 Dated: MOON & YANG, APLC

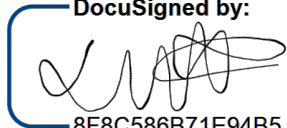
22 By: _____
23
24 KANE MOON
25 ALLEN FEGHALI
26 Attorneys for Plaintiffs

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3555 FIFTH AVENUE
SAN DIEGO, CALIFORNIA 92102

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6 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates
7 indicated below.

8 Dated: 1/25/2023

DocuSigned by:

By: _____
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CHRISTIAN GONZALEZ TUNCHEZ

14 Dated: January 13, 2023

By: _____
MADISON COOPER

20 Dated: January 13, 2023

THOMAS CUISINE MANAGEMENT, LLC

By: _____

24 Dated: January 25, 2023

MOON & YANG, APLC

26 By:




KANE MOON
ALLEN FEGHALI
Attorneys for Plaintiffs

GRAHAM HOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO, CALIFORNIA 92103

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6 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates
7 indicated below.

8 Dated: 1/25/2023

DocuSigned by:

By: _____
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CHRISTIAN GONZALEZ TUNCHEZ

14 Dated: January 13, 2023


By: _____
MADISON COOPER

20 Dated: January 13, 2023

THOMAS CUISINE MANAGEMENT, LLC
By:  _____

24 Dated: January , 2023

26 By:

MOON & YANG, APLC

By: _____
KANE MOON
ALLEN FEGHALI
Attorneys for Plaintiffs

GRAHAMHOLLIS APC
3555 FIFTH AVENUE
SAN DIEGO
CALIFORNIA 92102

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Dated: January 25, 2023

GRAHAMHOLLIS APC

By: 

GRAHAM S.P. HOLLIS
VILMARIE CORDERO
HALI M. ANDERSON
ERIK A. DOS SANTOS
Attorneys for Plaintiffs

Date: January 31, 2023

LITTLER MENDELSON, PC

By: 

RYAN EDDINGS
Attorney for Defendant

4895-9698-3366.1 / 112698-1004

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3555 FIFTH AVENUE
SAN DIEGO
CALIFORNIA 92103