

AMENDED SETTLEMENT AGREEMENT

This Settlement Agreement is made by Plaintiffs Jairo Eguizubal, Ledy Bosque, and Logan Chefren (collectively “Plaintiffs”) individually and on behalf all Class Members (as hereinafter defined), and Defendants Community Restaurants, Inc., Granville Glendale, Inc., Granville Restaurant Partners, LLC and Granville Restaurant Partners 2, LLC (collectively “Defendants”). This Settlement Agreement is subject to the approval of the Court.

I. NATURE OF THE CASE AND THE PARTIES’ SETTLEMENT

1. The Parties and Class Counsel. Plaintiffs and Defendants are collectively referred to as “the Parties.” “Class Counsel” refers to Vache Thomassian of KJT Law Group LLP, and Christopher Adams of Adams Employment Counsel.

2. The Lawsuit. On December 29, 2017, Plaintiff Jairo Eguizubal filed a class and representative PAGA action against Defendant Community Restaurants, Inc., Case No. BC 687917 (“Lawsuit”). On August 22, 2019, a first amended complaint was filed adding Ledy Boque and Logan Chefren as additional class representatives, and Granville Glendale, Inc., Granville Restaurant Partners, LLC and Granville Restaurant Partners 2, LLC as defendants. The first amended complaint asserts class and representative PAGA claims against Defendants on behalf of Plaintiffs, and all persons who have been, or currently are, employed by Defendants in California as hourly non-exempt employees (“Class Members”) during the period beginning December 29, 2013 through the earlier of the date the Court grants preliminary approval of this settlement or ninety (90) days from the Parties’ execution of this Agreement (“Class Period”).

3. Plaintiffs’ Contentions. As alleged in the first amended complaint, Plaintiffs contend that Defendants violated various provisions of the Labor Code by their alleged: (1) failure to pay Class Members wages, minimum wages, and overtime for all work hours at the correct regular and premiums rates; (2) failure to provide Class Members with rest breaks or pay rest break premiums; (3) failure to provide Class Members with meal breaks or pay meal break premiums; (4) failure to provide Class Members with complete and accurate wage statements; (5) failure to timely pay Class Members all wages due at termination; and (6) unfair business practices. Plaintiffs

also assert a claim for civil penalties under PAGA based on the foregoing alleged violations by Defendants. Plaintiffs believe they have filed a meritorious action, and that the requirements for class certification can be satisfied.

4. Defendants' Contentions. Defendants deny any liability or wrongdoing as alleged by Plaintiffs. Defendants contend that they correctly compensated Class Members; provided Class Members with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided Class Members with compliant wage statements; and timely paid Class Members all wages owing at the time of termination. Defendants further contend that for any purpose other than settlement, this action is not appropriate for class treatment.

5. The Mediation. The Parties participated in a mediation on November 19, 2018, with Jeffrey Krivis, Esq. Prior to, during, and after the mediation, the Parties informally exchanged voluminous information, including production of time and pay records for a twenty percent (20%) random sample of Class Members, policies, paystub exemplars, and class information. Although a settlement was not reached at the mediation, the Parties continued to negotiate through the Mediator over the ensuing months. A mediator's proposal was made, and was ultimately accepted by the Parties. This Settlement Agreement is a result of the Parties' arms-length negotiations.

6. Investigation. Class Counsel has diligently investigated the facts and claims alleged in the Lawsuit, including a thorough analysis of voluminous documents, interviews of Class Members, an analysis of the time and pay data informally produced by Defendants prior to the mediation, and the effect of purported arbitration agreements entered into between Defendants and Class Members. Based on their independent investigation and evaluation, Plaintiffs and Class Counsel believe that this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risks of significant delay, potential enforcement of arbitration agreements, denial of a motion for class certification or decertification, the defenses asserted by Defendants, and potential appellate issues.

7. The Settlement Class. Class Members who do not timely opt out of the Settlement are referred to as "Settlement Class Members."

8. Cooperation. The Parties agree to cooperate and take all steps necessary and appropriate to effectuate the terms of this Settlement Agreement.

II. TERMS OF SETTLEMENT

9. Purpose of the Parties. The Parties agree that this action and any claims arising out of the Lawsuit be settled on the terms described herein as between the Class and Defendants, subject to the approval of the Court.

10. Settlement “Effective Date.” The settlement embodied in this Settlement Agreement shall become effective on the later of:

- (a) The Court’s final approval of the settlement, and the sixty (60) day time period to appeal the Judgment entered by the Court incorporating the terms of the Settlement has expired, or
- (b) Fourteen (14) days after the final resolution of any appeal that has been filed.

11. Gross Settlement Fund. In consideration for the release of the claims of the Settlement Class against Defendants, Defendants agree to create a “Gross Settlement Fund” of Five Hundred Forty Three Thousand Five Hundred Dollars (\$543,500.00), as a full and complete settlement of all claims that were or could have been alleged in the Lawsuit. This Gross Settlement Fund constitutes a common fund for the payment of all claims hereunder, attorney’s fees and litigation costs to Class Counsel, settlement administration costs, the Class Representatives’ Enhancement Award, and the agreed payment to the Labor Workforce Development Agency (“LWDA”) pursuant to PAGA. The Gross Settlement Fund does not include Defendants’ share of the employer-side payroll taxes on the amount of the settlement allocated to wages. The settlement is non-reversionary, and the entire Gross Settlement Fund will be paid by Defendants.

12. Net Settlement Fund. The “Net Settlement Fund” is the balance of the Gross Settlement Fund after payments have been made for attorney’s fees and litigation costs to Class Counsel, the Class Representatives’ Enhancement Awards, costs of settlement administration, and the LWDA payment.

13. Payments to Settlement Class Members from Net Settlement Fund. The Net Settlement Fund will be paid to Settlement Class Members calculated by a pro rata formula, based on the number of weeks worked by Class Members as a non-exempt hourly employee for Defendants in California during the Class Period. To determine a Settlement Class Member's potential claim, the Net Settlement Fund will be divided by the total number of weeks worked by all Class Members as non-exempt hourly employees in California during the Class Period, multiplied by the number of weeks worked by that Settlement Class Member as a non-exempt employee in California during the Class Period.

14. Attorneys' Costs. Class Counsel will apply to the Court for, and Defendants will not oppose, payment of Class Counsel's litigation costs from the Gross Settlement Fund, in an amount up to Twenty Five Thousand Dollars (\$25,000.00). Attorneys' Costs shall include, but are not limited to, all costs and expenses incurred by Plaintiffs in the prosecution of this action, including filing fees, expert fees, and mediation fees. If the Court approves less than the amount requested by Class Counsel, the difference between the requested and awarded amounts will be included in the Net Settlement Fund and distributed pro rata to Settlement Class Members as set forth in Paragraph 13.

15. Attorneys' Fees. Class Counsel will apply to the Court for, and Defendants will not oppose, payment of attorneys' fees from the Gross Settlement Fund in an amount up to One Hundred Eighty One Thousand, One Hundred Sixty Six Dollars and Sixty Seven Cents (\$181,166.67), i.e., one third of the Gross Settlement Fund. The Attorneys' Fees shall be made 66.67% to KJT Law Group LLP and 33.33% to Adams Employment Counsel. Plaintiffs have given written approval of this fee splitting agreement. If the Court approves less than the amount requested by Class Counsel, the difference between the requested and awarded amounts will be included in the Net Settlement Fund and distributed pro rata to Settlement Class Members as set forth in Paragraph 13.

16. Enhancement Award. Class Counsel will apply to the Court for, and Defendants will not oppose, payment from the Gross Settlement Fund of up to Five Thousand Dollars

(\$5,000.00) each to Plaintiffs for their service as Class Representatives (“Enhancement Award”). This amount shall be paid in addition to the Plaintiffs’ pro rata shares of the Net Settlement Fund as set forth in Paragraph 13. If the Court approves less than the amount requested by Class Counsel, the difference between the requested and awarded amounts will be included in the Net Settlement Fund and distributed pro rata to Settlement Class Members as set forth in Paragraph 13.

17. Settlement Administration Costs. The reasonable costs of settlement administration through and beyond final approval, are estimated to be Twenty Five Thousand Dollars (\$25,000.00), and shall be paid from the Gross Settlement Fund. If the Settlement Administrator’s fees and costs are less than that amount, the difference will be included in the Net Settlement Fund and distributed pro rata to Settlement Class Members as set forth in Paragraph 13. If the Settlement Administrator’s fees and costs are more than that that amount, the additional fees and costs will be paid from the Gross Settlement Fund.

18. LWDA Payment. The sum of Fifteen Thousand Dollars (\$15,000.00) from the Gross Settlement Fund is allocated to alleged penalties pursuant to PAGA. Of this amount, seventy five percent (75%) or Eleven Thousand Two Hundred Fifty Dollars (\$11,250.00) shall be payable to the LWDA. The remainder shall be included in the Net Settlement Fund.

19. Taxes. The Settlement Administrator will make appropriate wage deductions and report payments on IRS Forms W-2 and 1099 as appropriate. The settlement payments to Settlement Class Members will be allocated as follows: 20 percent (20%) to wages, 80 percent (80%) to interest and penalties. The employee and employer portion of payroll taxes will be based on the wage portion only. The employee’s portion of payroll taxes shall be paid from the individual settlement payments to Settlement Class Members. The employer’s portion of payroll taxes will be paid by Defendants in addition to the Gross Settlement Fund. Settlement Class Members will be responsible for any other taxes associated with their settlement payments. The Parties agree that it is the obligation of the Settlement Class Members to pay appropriate federal, state, and local income taxes on all payments they receive under this Settlement Agreement. Neither Class Counsel nor Defendants’ Counsel intend anything contained in this Settlement to constitute legal

advice regarding the taxability of any amount paid hereunder, nor shall anything in this Settlement be relied upon as such.

Circular 230 Disclaimer: Each Party to this Agreement acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own independent legal and tax counsel for advice (including tax advice) in connection with this Agreement; (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party; and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed; and (3) no attorney or adviser to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by any other Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

III. SETTLEMENT ADMINISTRATOR

20. Appointment. The Parties have agreed to the appointment of CPT Group Inc. to perform the duties of Settlement Administrator for the purpose of providing notice, status reports, resolving disputes regarding the amount of claims, issuing and mailing settlement checks, W-2's and 1099's, and reporting the payments to the appropriate taxing agencies. Within thirty (30) days from the mailing of the final settlement payments to Settlement Class Members, the Settlement Administrator shall prepare a declaration for the Court certifying that all settlement payments have been made. The Settlement Administrator shall provide such other reports as requested by counsel for the Parties or the Court, including any required declarations in support of preliminary and final approval of the Settlement. The Settlement Administrator shall also provide notice to the Settlement Class Members of the Final Approval Order and/or Judgment on its website.

21. Resolution of Disputes. All disputes relating to the Settlement Administrator's duties may be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement Agreement until all obligations contemplated by the Settlement Agreement have been fully carried out.

IV. NOTICE TO THE SETTLEMENT CLASS

22. Notice of Settlement. The Notice of Class Action Settlement ("Notice") as approved by the Court, shall be mailed by the Settlement Administrator by First Class U.S. Mail, in English and Spanish, to the last known address of each Settlement Class Member. The Notice is attached hereto as Exhibit 1. Within fourteen (14) days of the Court's Order granting Plaintiffs' Motion for Preliminary Approval, Defendants shall provide to the Settlement Administrator the names, last known address, last known telephone number, social security number, date of hire and date of termination (if applicable) of Class Members. Within twenty (20) days of receipt of the class list and information, the Settlement Administrator will complete the mailing of the Notice to all Settlement Class Members. The Settlement Administrator will perform address updates and verifications as necessary prior to the first mailing.

23. Request for Exclusion. Settlement Class Members shall have sixty (60) days from the mailing of the Notice to mail a signed, completed request to be excluded from the settlement to the Settlement Administrator. The request to be excluded from the settlement must include the Settlement Class Member's full name, address, and telephone number, and the last four digits of his or her social security number and shall be signed by the Settlement Class Member. The request should state, in effect, the following: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CLASS ACTION LAWSUIT. I UNDERSTAND BY REQUESTING EXCLUSION FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE LAWSUIT" or otherwise provide a clear a statement that the Class Member wishes to be excluded from the settlement. Unsigned requests to be excluded from the settlement, or those postmarked after the deadline will not be honored unless mutually agreed to by counsel for all Parties or ordered by the Court. The Settlement Administrator will provide

counsel for the Parties with copies of any completed requests to be excluded from the settlement. Neither the Parties nor their counsel will solicit or encourage Class Members to request to be excluded from the settlement. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement and any Final Judgment entered in this Action. The Settlement Administrator shall provide the Parties with regular updates regarding the status of any Requests for Exclusion.

24. Objections. The Notice shall provide that Settlement Class Members who object to the settlement may submit to the Settlement Administrator either a written statement objecting to the settlement or a written notice of intention to appear at the Final Approval hearing and object. Such written statement or notice must be postmarked within sixty (60) calendar days following the mailing of the Notice. The Settlement Administrator will notify all Parties of any objection within five (5) business days of receipt of the objection. Plaintiffs will file any such objection(s) with the Court in advance of the Final Approval Hearing. The Notice of Objection must be signed by the Class Member, reference case number BC 687917, and state all of the following: (1) the full name of the Class Member; (2) the dates of employment of the Class Member; (3) the grounds for the objection; (4) if the Class Member intends to appear at the final approval hearing; and (5) any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court. Class Members will have a right to appear at the final approval hearing and present their objections to the settlement to the Court even if they do not submit a written objection pursuant to this Paragraph. Neither the Parties nor their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order granting final approval and/or Final Judgment.

25. Disputes. The Notice shall inform Settlement Class Members of the number of weeks they worked as a non-exempt employee during the Class Period based on Defendants' records. Settlement Class Members may dispute this information by providing the Settlement

Administrator with additional information and documentation postmarked within sixty (60) calendar days following the mailing of the Notice. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator's determination of the eligibility for and amount of any settlement payment shall be binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendants' records shall be given a rebuttable presumption of accuracy. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

26. Settlement Processing. The date of the postmark on the return envelope shall be the exclusive means used to determine whether a Class Member has timely disputed the amount of the settlement payment, returned a request for exclusion from the settlement, or objected. Any Notice returned to the Settlement Administrator as non-delivered within sixty (60) calendar days following the mailing of the Notice shall be re-mailed to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement and Summary Sheet shall have twenty (20) calendar days from the postmark date of the re-mailed Notice to object or opt-out.

27. Funding of Settlement. The Gross Settlement Fund and the employer's share of payroll taxes will be paid by Defendants to the Settlement Administrator by wire transfer within ten (10) calendar days after the Effective Date. Individual settlement payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' last known mailing address. Settlement checks which are uncashed after One Hundred Eighty (180) days of issuance of the check shall be void. The Court shall set a date after the time to cash the settlement checks has

expired to review the amount of uncashed checks. The Court will amend the Judgment to direct payment of the amount of uncashed checks, plus interest, to the Legal Aid Society of Los Angeles, pursuant to Code Civ. Proc. Section 384.

V. RELEASE BY THE NAMED PLAINTIFFS AND THE CLASS

28. Scope of Release. After the final approval by the Court of this Settlement Agreement and upon Defendants funding of the Gross Settlement Fund as described above, and except as to such rights or claims as may be created by this Settlement Agreement, each Class Member who has not timely requested exclusion from the settlement, fully releases and discharges Defendants, and all of their past, present, and future parent companies, subsidiaries, affiliates, divisions, joint ventures, agents, management companies, and all of their respective employees, members, officers, directors, partners, legal representatives, accountants, trustees, executors, administrators, real or alleged alter egos, predecessors, successors, transferees, assigns and insurers (collectively “Released Parties”), from and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the first amended complaint, whether brought in tort, or in contract, including but not limited to, any state or federal claims (including without limitation claims under the Fair Labor Standards Act (“FLSA”)), relating to the failure to pay wages, failure to pay minimum wages, failure to pay overtime, failure to provide meal or rest breaks, failure to provide accurate and complete wage statements, unfair competition, PAGA penalties, waiting time penalties, interest, attorney’s fees, or any other alleged known or unknown wage and hour violations that were alleged or could reasonably have been alleged based on arising out of the acts, facts, transactions, occurrences, representations, or omissions that were asserted in the Lawsuit (“Released Claims”). The cashing of the settlement check by a Settlement Class Member will be considered a consent and opt-in to the settlement of all related federal wage-hour claims under the FLSA, and each Settlement Class Member who cashes a settlement check will waive his or her rights to bring related claims under the FLSA during the Class Period.

29. Individual Release by Plaintiffs. In addition to the releases made by the Settlement Class Members, Plaintiffs make the additional general release of all claims, known or unknown, in exchange and consideration of the Enhancement Award described in Paragraph 16. Plaintiffs agree to a general release of the Released Parties from all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action of every nature and description whatsoever, known or unknown, pending or threatened, asserted or that might have been asserted, whether brought in tort or in contract, whether under state or federal or local law during the Class Period. Except as otherwise specifically provided under this Settlement Agreement, Plaintiffs expressly waive and relinquish all rights and benefits afforded by § 1542 of the Civil Code of the State of California, which states: “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.”

VI. JUDICIAL APPROVALS

30. Duties of Parties Prior to Preliminary Approval. The Parties shall submit this Settlement Agreement to the Superior Court for the County of Los Angeles in support of Plaintiffs’ Motion for Preliminary Approval. As soon as practicable after execution of this Settlement Agreement, Plaintiffs shall apply to the Court for a Preliminary Approval Order substantially in the form attached hereto as Exhibit 2 for the purpose of:

- (a) Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the members of the class;
- (b) Approving Vache Thomassian and Christopher Adams as Class Counsel, and Plaintiffs Jairo Eguizubal, Ledy Bosque, and Logan Chefren to serve as Class Representatives;
- (c) Approving CPT Group Inc. as the Settlement Administrator;

- (d) Approving the form and content of the proposed Notice of Class Action Settlement (Exhibit 1);
- (e) Directing the distribution of the Notice of Class Action Settlement;
- (f) Preliminarily approving the settlement; and
- (g) Provisionally certifying the Class for purposes of settlement.

31. Duties of Parties Following Preliminary Approval. Plaintiffs shall file a Motion for Final Approval of the Settlement following the completion of the Notice and opt out process, and will submit a Proposed Final Approval Order and Judgment for review by the Court at the Final Approval hearing substantially in the form attached hereto as Exhibit 3 for the purpose of:

- (a) Approving the settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Filing a motion for attorney's fees and litigation costs as set forth herein; and
- (c) Entering a Judgment which permanently bars all Class Members who have not timely opted out of the Settlement from prosecuting the Released Claims against Defendants and Released Parties.

32. Voiding Settlement. If the Court declines to approve any material term or condition of this Settlement Agreement, then this entire Settlement Agreement shall be void and unenforceable as to all Parties herein at the option of any Party, within thirty (30) days of receiving notice of the Court's action. Further, Defendants have the option of voiding this Settlement Agreement within thirty (30) days of receiving notice that more than five percent (5%) of the Class Members have timely completed valid requests to be excluded from the settlement. Each Party may exercise its option to void this settlement as provided above by giving notice, in writing, to the other and to the Court. The Party voiding the settlement pursuant to this Paragraph shall be responsible for any costs of administration incurred up to that date.

VII. MISCELLANEOUS PROVISIONS

33. Voluntary Nature. The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties expressly waives any right to claim that this Settlement Agreement was in any way induced by fraud.

34. Informed Consent. Prior to execution of this Settlement Agreement, each Party has read this entire Settlement Agreement and been given the opportunity to consult with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Agreement and its legal effect.

35. Authority. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

36. Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their reasonable best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

37. No Admissions. Nothing contained herein is to be construed or deemed an admission of liability by Defendants. Each Party hereto has entered into this Settlement Agreement with the intention to avoid further disputes and the expense and inconvenience of litigation.

38. Enforcement. If a Party to this Settlement Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights or obligations under this Settlement Agreement, then the prevailing Party shall recover from the unsuccessful Party, reasonable attorneys' fees and costs.

39. Employee Benefits. The amounts paid under this Settlement Agreement do not represent a modification of any previously credited hours of service under any employee benefit plan or policy sponsored by Defendants or Released Parties. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, any benefit plans, policies or programs. Any payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently or on a going-forward basis as salary, earnings, wages or any other form of compensation for the purposes of any sponsored benefit plan, policy or bonus program, including, but not limited to, vacation, leave, and sick policies. Defendants and Released Parties retain the right to modify the language of any benefit plans, policies and programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for any measuring term as defined by applicable plans, policies, and programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

40. Construction. The Parties agree that this Settlement Agreement is the result of lengthy, intensive arms-length negotiations between the parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which that Party has participated in the drafting of this Settlement Agreement.

41. Captions and Interpretations. Paragraph titles or captions contained herein appear as a matter of convenience and for reference, and in no way define the scope of this Settlement Agreement or any provision hereof.

42. Modifications. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

43. Waiver. No waiver of any of the terms of this Settlement Agreement shall be valid unless in writing and signed by the party to this Settlement Agreement against whom such waiver is sought to be enforced. The waiver by any Party to any provision of this Settlement Agreement

shall not operate or be construed as a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Settlement Agreement.

44. Integration. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and 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 merged herein. No rights hereunder may be waived except in writing.

45. No Prior Assignments. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto 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 rights herein released and discharged except as set forth herein.


46. Governing Law. This Settlement Agreement is made and entered into under the laws of the State of California, and shall be interpreted, applied and enforced under those laws, and any litigation concerning this Settlement Agreement shall be in the Superior Court of the County of Los Angeles, State of California.

47. Execution. This Settlement Agreement may be executed via facsimile or email, in multiple counterpart copies, each of which shall be deemed an original.

48. Signatories. The Parties agree that it is impossible or impractical to have each member of the Settlement Class execute this Settlement Agreement. The Notice of Class Action Settlement (Exhibit 1), will advise all Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

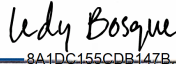
IN WITNESS WHEREOF: the undersigned have duly executed this Agreement as of the date indicated below:

Dated: 11/19/2020

DocuSigned by:

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By: Jairo Eguizuibal
Plaintiff and Class Representative

Dated: 11/19/2020

DocuSigned by:

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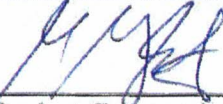
By: Ledy Bosque
Plaintiff and Class Representative

Dated: 11/20/2020

DocuSigned by:

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By: Logan Chefren
Plaintiff and Class Representative

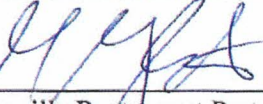
Dated: 11/17/2020


By: Defendant Community Restaurants, Inc.

Dated: 11/17/2020


By: Defendant Granville Glendale, Inc., and

Dated: 11/17/2020


By: Granville Restaurant Partners, LLC

Dated: 11/17/2020



By: Granville Restaurant Partners 2, LLC

Dated: November 17, 2020


By: Vache Thomassian
Christopher Adams

Attorneys for Plaintiffs and the Class

Dated: 11/17/2020


By: Jeffrey Fuchsman

Attorneys for Defendants

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Superior Court of California, County of Los Angeles Eguizubal, et al. v. Community Restaurants, Inc., et al. Case No. BC 687917

This Notice provides important information about a proposed settlement in the class action lawsuit brought by Jairo Eguizubal, Ledy Bosque and Logan Chefren (collectively “Plaintiffs”) against Community Restaurants, Inc., Granville Glendale, Inc., Granville Restaurant Partners, LLC and Granville Restaurant Partners 2, LLC (collectively “Defendants”), and your right to participate in, exclude yourself from, or object to the settlement.

A. Summary of the Claims

Plaintiffs contend that Defendants violated various provisions of the Labor Code by its alleged: (1) failure to pay Class Members wages, minimum wages, and overtime for all work hours at the correct regular and premiums rates; (2) failure to provide Class Members rest breaks or pay rest break premiums; (3) failure to provide Class Members meal breaks or pay meal break premiums; (4) failure to provide Class Members with complete and accurate wage statements; (5) failure to timely pay Class Members all wages due at termination; and (6) unfair business practices. Plaintiffs also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Plaintiffs seek to recover on behalf of themselves and other Class Members, wages, missed meal and rest break premiums, expenses, penalties, interest, costs, and attorney’s fees.

Defendants completely deny all of Plaintiffs' claims and maintain that they have complied with all applicable laws. Specifically, Defendants contend that they correctly compensated Class Members; provided Class Members with proper meal and rest periods or paid required premiums for missed or non-compliant breaks; provided Class Members with compliant wage statements; and timely paid Class Members all wages owing at the time of termination. Defendants further contend that for any purpose other than settlement, this action is not appropriate for class treatment.

The Court has not decided if Defendants violated any laws or if Plaintiffs or any other employees are entitled to any money or other relief.

B. Why You Are Receiving This Notice

On _____, 2019, the Superior Court of California, County of Los Angeles (“the Court”) preliminarily approved a class action settlement of the lawsuit on behalf of all current and former non-exempt hourly employees of Defendants (“Class Members”) during the period beginning December 29, 2013 through _____, 2019 (“Class Period”). According to Defendants' records, you are a Class Member. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement. This Notice explains your legal rights and options with respect to the settlement.

C. The Terms of the Settlement

Defendants believe that the cost to defend these claims will far exceed the cost to settle and, therefore, they have agreed to pay a maximum Gross Settlement Fund of \$543,500 in exchange for a release of the claims asserted by Plaintiffs and Class Members in the lawsuit. Out of the Gross Settlement Fund, Class Counsel will be requesting the Court to award it up to \$181,166.67 in attorney's fees, up to \$25,000 in litigation costs, an Enhancement Award to Plaintiffs Jairo Eguizubal, Ledy Bosque, and Logan Chefren of up to \$5,000.00 each, settlement administration costs of no more than \$25,000, and \$11,250 to the Labor Workforce Development Agency ("LWDA") under PAGA (75% of the \$15,000 for the claim asserted under PAGA). It is estimated that after deducting the attorney's fees, litigation costs, Enhancement Award, the LWDA payment, and administrative expenses from the Gross Settlement Fund, at least \$286,083.33 ("Net Settlement Fund") will be available for distribution to Class Members. As to the attorneys' fees, the fee split between Class Counsel is as follows: 67% to KJT Law Group LLP and 33% to Adams Employment Counsel.

The Net Settlement Fund will be divided among Class Members as follows: To determine a Class Member's settlement payment, the Net Settlement Fund will be divided by the total number of weeks worked by all Class Members as non-exempt employees during the Class Period, multiplied by the number of weeks worked by that Class Member as a non-exempt employee. Unless you exclude yourself from the settlement as explained below, you will receive a settlement payment.

D. Your Options

You have three options: (1) participate in the settlement and not object to the settlement; (2) participate in the settlement and object to the settlement; or (3) request exclusion from the settlement.

If you choose to participate in the settlement (i.e., remain in the Class), you may also object to the settlement, as explained below. If you remain in the Class, you will be represented by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the settlement. If you remain in the Class, you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

If you request exclusion from the settlement, you cannot also object to the settlement, because the settlement no longer affects you.

1. Participate in the Settlement

Under the settlement, you will receive a settlement payment unless you request exclusion from the settlement. According to Defendants' records you worked ____ weeks during the Class Period as a non-exempt employee. As such, your settlement payment is estimated to be \$_____.

If you believe that the number of weeks worked is incorrect, you should provide the Settlement Administrator with an explanation, along with any documentation relating to your disagreement by no later than _____, 2019. If there is a dispute about the number of weeks you worked, the Settlement Administrator will review the Defendants' records and your records to attempt to resolve the dispute.

You should send your explanation and documentation regarding any dispute over the number of weeks you worked as a Class Member to the Settlement Administrator at the following address:

Granville Class Action Settlement Administrator
c/o CPT Group Inc.
P.O. Box _____
_____, _____
() ____ - ____

Settlement checks will be mailed to Settlement Class Members, so if your address changes, you should inform the Settlement Administrator of the change. Your settlement payment will be mailed to you some time after the Court grants final approval of the settlement at the Final Approval Hearing.

Twenty percent (20%) of your settlement payment is allocated to wages, and taxes will be withheld from that portion and will be reported on a W-2. The remaining eighty percent (80 %) of your settlement payment is allocated to interest and penalties. No taxes will be withheld from this portion and will be reported on a 1099. Settlement Class Members are responsible for the proper income tax treatment of their settlement payments. The Settlement Administrator, Defendants and their counsel, and Plaintiffs and Class Counsel cannot, and are not, providing tax advice concerning the tax consequences and treatment of any settlement payment received by Settlement Class Members.

2. Object to the Settlement

If you do not exclude yourself from the settlement, you have the right to object to the settlement. To do so, you must mail to the Settlement Administrator at the address noted above, your objection in writing. To be valid, your objection must be mailed to Settlement Administrator and postmarked no later than _____, 2019. Class Counsel will provide the Court with your objection prior to the final approval hearing. You can also hire an attorney at your own expense to represent you in your objection.

An objection must be signed by you, it must reference case number BC 687917, and it must state all of the following: (1) your full name; (2) your dates of employment with Defendants; (3) the grounds for the objection; (4) if the you intend to appear at the final approval hearing; and (5) include any legal briefs, papers or memoranda you propose to submit to the Court in support of your objection. You have the right to appear at the final approval hearing and object to the settlement even if you did not submit a written objection. If you fail to make an objection in the manner specified above, you shall be deemed to have waived your right to object and shall be foreclosed from making any objections (whether by appeal or otherwise) to the settlement.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the settlement, you must mail to the Settlement Administrator a valid request to be excluded from the settlement. The request to be excluded from the settlement should state, in effect, the following: "I WISH TO BE EXCLUDED FROM THE SETTLEMENT IN THE CLASS ACTION LAWSUIT. I UNDERSTAND BY REQUESTING EXCLUSION FROM THE SETTLEMENT, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE LAWSUIT." The request for exclusion from the settlement must be postmarked no later than _____, 2019, and mailed to the Settlement Administrator at the address noted above. If you exclude yourself from the settlement, you will not be entitled to recover any settlement payment or object to the settlement, but you will retain the right to bring any claims you may have against Defendants.

IF YOU DO NOT OPT OUT OF THE SETTLEMENT, YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE A SETTLEMENT PAYMENT.

E. Release of Claims

Unless you timely exclude yourself from the settlement, after the final approval by the Court of this Settlement Agreement and upon Defendants funding of the Gross Settlement Fund, and except as to such rights or claims as may be created by this Settlement Agreement, each Class Member who has not timely requested exclusion from the Settlement, fully releases and discharges Defendants, and all of their past, present, and future parent companies, subsidiaries, affiliates, divisions, joint ventures, agents, management companies, and all of their respective employees, members, officers, directors, partners, legal representatives, accountants, trustees, executors, administrators, real or alleged alter egos, predecessors, successors, transferees, assigns and insurers (collectively “Released Parties”), from and all claims, demands, rights, liabilities, actions, grievances, demands for arbitration, and causes of action, of every nature and description, that were or could have been asserted based on the facts alleged in the lawsuit, whether brought in tort, or in contract, including but not limited to, any state or federal claims (including without limitation claims under the Fair Labor Standards Act (“FLSA”)), relating to the failure to pay wages, failure to pay minimum wages, failure to pay overtime, failure to provide meal or rest breaks, failure to provide accurate and complete wage statements, unfair competition, PAGA penalties, waiting time penalties, interest, attorney’s fees, or any other alleged known or unknown wage and hour violations that were alleged or could reasonably have been alleged based on arising out of the acts, facts, transactions, occurrences, representations, or omissions that were asserted in the lawsuit (“Released Claims”). The cashing of the settlement check by a Settlement Class Member will be considered a consent and opt-in to the settlement of all related federal wage-hour claims under the FLSA, and each Settlement Class Member who cashes a settlement check will waive his or her rights to bring related claims under the FLSA during the Class Period.

F. Final Approval Hearing

The Court has scheduled a Final Approval Hearing for _____, 2019, at _____ a./p. m. in Department 7 of the Superior Court of California, County of Los Angeles, located at 312 N. Spring Street, Los Angeles California 90012. Also, as a result of the need for social distancing, you may be required to appear telephonically for the Final Approval Hearing using the Court’s LACourtConnect service. This service is found at the Court’s website at lacourt.org/lacc/, clicking the “Civil” button, and following the directions to create an account. If you require further assistance, you may contact the LACourtConnect Service Desk at 213-830-0400 during normal Court business hours (Monday-Friday (except holidays) between 7:30 a.m. and 5:30 p.m. At the Final Approval Hearing, the Court will decide whether to grant final approval of the settlement. The Court will also rule on the application by Plaintiffs for an award of attorney’s fees, litigation costs, administration costs, payment to the LWDA, and an Enhancement Award to Plaintiffs. You have the right to attend the Final Approval Hearing and address the Court. You also have the right to retain an attorney at your own expense to speak on your behalf. You are not required to attend the Final Approval Hearing. Notice of Final Judgment will be posted on the Settlement Administrator’s website at [website].

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact Class Counsel or any other advisor of your choice. You can also view and obtain copies of lawsuit and related documents in the Court’s file by going to the Clerk’s office. The pleadings and other records in the lawsuit may can also be reviewed online at the Los Angeles County Superior Court’s website at

www.lacourt.org. Click on the “Online Services” tab, then click on the “Access Now” button next to “Case Access – Civil.” Next, enter Case Number “BC687917.” DO NOT CONTACT THE JUDGE OR JUDGE’S COURTROOM CLERK. Below is the contact information for the lawyers representing the Parties and for the Clerk of the Court.

Class Counsel

Vache Thomassian
KJT Law Group LLP
230 N. Maryland Ave.
Suite 306
Glendale, CA 91206
Tele: (818) 507-8525
vache@kjtlawgroup.com

Christopher Adams
Adams Employment Counsel
4740 Calle Carga
Camarillo, CA 93012
Tele: (818) 425-1437
ca@adamsemploymentcounsel.com

Defendants' Counsel

Jeffrey Fuchsman
Ballard Rosenberg Golper &
Savitt, LLP
15760 Ventura Blvd., 18th Floor
Encino, CA 91436
Tele: (818) 508-3700
jfuchsman@brgslaw.com

The Court

Superior Court of California
County of Los Angeles
312 N. Spring Street
Los Angeles, CA 90012

BY ORDER OF THE COURT ENTERED ON _____, 2019.

EXHIBIT 2

1 VACHE A. THOMASSIAN (S.B. #289053)
vache@kjtlawgroup.com
2 CASPAR JIVALAGIAN (S.B. #282818)
caspar@kjtlawgroup.com
3 KJT LAW GROUP LLP
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4 Glendale, CA 91206
Telephone: 818.507.8525
5

CHRISTOPHER A. ADAMS (S.B. #266440)
6 ca@AdamsEmploymentCounsel.com
ADAMS EMPLOYMENT COUNSEL
7 4740 Calle Carga
Camarillo, CA 93012
8 Telephone: 818.425.1437

9 Attorneys for Plaintiff JAIRO EGUIZUBAL, LEDY BOSQUE,
And LOGAN CHEFREN on behalf of themselves
10 and all others similarly situated

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
13

14 JAIRO EGUIZUBAL, individually and on
15 behalf of all others similarly situated,
16 Plaintiff,
17 vs.
18 COMMUNITY RESTUARANTS, INC., a
19 corporation; and DOES 1-20, inclusive,
20 Defendants.

Case No. BC687917
Assigned to Hon. Amy Hogue, Dept. 7
**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**
DATE: _____, 2019
TIME: _____ a.m./p.m.
DEPT: 7

Action Filed: December 29, 2017
Trial Date: None Set

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24 The unopposed motion for preliminary approval of a class action settlement (“Settlement”)
25 by Plaintiffs Jairo Eguizubal, Ledy Bosque, and Logan Chefren (collectively “Plaintiffs”) came
26 before the Court on _____, 2019, at _____ a.m./p.m., before the Honorable
27 Amy Hogue, Judge presiding. The Court having considered the papers submitted in support of the
28 motion, HEREBY ORDERS THE FOLLOWING:

1 1. The Court grants preliminary approval of the Settlement based upon the terms set
2 forth in Class Action Settlement Agreement (“Settlement Agreement”). The Court finds that the
3 terms of the Settlement are fair, adequate, and reasonable to the Settlement Class.

4 2. For purposes of this Order, the Class is defined as follows: All current and former
5 non-exempt hourly employees of Defendants Community Restaurants, Inc., Granville Glendale,
6 Inc., Granville Restaurant Partners, LLC and Granville Restaurant Partners 2, LLC (collectively
7 "Defendants") during the period beginning December 29, 2013 through the earlier of the date the
8 Court grants preliminary approval of this settlement or ninety (90) days from the Parties’ execution
9 of this Agreement (“Class Period”). Each employee in the Class is individually a “Class Member,”
10 and all such individuals are collectively “Class Members.” Class Members who did not timely opt
11 out of the Class are “Settlement Class Members.”

12 3. The Court hereby preliminarily finds that the Settlement Agreement was the product
13 of serious, informed, non-collusive negotiations conducted at arm’s length by the parties. In making
14 this preliminary finding, the Court considered the nature of the claims set forth in the complaint, the
15 amounts and kinds of benefits which shall be paid pursuant to the Settlement Agreement, the
16 allocation of Settlement proceeds among the Settlement Class members, and the fact that the
17 Settlement Agreement represents a compromise of the Parties’ respective positions. The Court
18 further preliminarily finds that the terms of the Settlement Agreement have no obvious deficiencies
19 and do not improperly grant preferential treatment to any individual Class Member. Accordingly,
20 the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

21 4. The Court finds, for settlement purposes, that the Class meets the requirements for
22 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
23 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
24 interest, to the Class, which predominate over individual issues; (3) Plaintiffs' claims are typical of
25 the claims of the Class; (4) Plaintiffs and Plaintiffs' counsel will fairly and adequately protect the
26 interests of the Class; and (5) a class action is superior to other available methods for the fair and
27 efficient adjudication of the controversy.

28 ///

1 5. The Court finds that the notice plan as set forth in the Settlement Agreement is the
2 best means practicable of providing notice under the circumstances, and, when contemplated, shall
3 constitute due and sufficient notice of the class action, proposed settlement, and the final approval
4 hearing to all persons affected by and/or authorized to participate in the Settlement, in full compliance
5 with due process and the notice requirements of California Code of Civil Procedure § 877.6.

6 ACCORDINGLY, IT IS HEREBY ORDERED that,

7 a. On or before _____, 2019, Defendants shall provide _____,
8 the appointed Settlement Administrator, a database consisting of the names, addresses,
9 telephone numbers, social security numbers, date of hire, date of termination (if applicable),
10 for all Class Members employed during the Class Period;

11 b. On or before _____, 2019, the Settlement Administrator shall mail the
12 Notice of Class Action Settlement (“Notice”), to all identified Class Members pursuant to
13 the terms of the Settlement Agreement, by First Class U.S. Mail, using the most current
14 mailing address information available.

15 c. On or before _____, 2019, all requests to be excluded from the
16 Settlement must be returned to the Settlement Administrator postmarked by U.S. Mail.

17 d. The Court will consider any written or oral objections or comments from
18 Settlement Class Members at the time of the Final Approval Hearing, as set forth in the
19 Notice. Written objections to the proposed settlement should state the basis for the objection
20 and be submitted to the Settlement Administrator, on or before _____, 2019.

21 6. The Court approves the Notice (Exhibit 1 to the Settlement Agreement).

22 7. The Court approves Vache Thomassian and Christopher Adams as Class Counsel;

23 8. The Court approves Plaintiffs Jairo Eguizubal, Ledy Bosque, and Logan Chefren to
24 serve as Class Representatives;

25 9. The Court approves CPT Group Inc. as the Settlement Administrator.

26 10. The Final Approval Hearing shall be held at _____ a.m. on _____, 2019
27 in Department 7 of the Superior Court for the State of California, County of Los Angeles, located
28 at 111 N. Hill Street, Los Angeles, CA 90012, to consider the fairness, adequacy and reasonableness

1 of the proposed Settlement preliminarily approved by this Order of Preliminary Approval, and to
2 consider the application of Class Counsel for an award of reasonable attorneys' fees and costs
3 incurred, the Class Representative's Enhancement Award, and the settlement administration costs.
4 All briefs and supporting materials shall be filed with this Court on or before _____, 2019.
5 Any opposition shall be filed with this Court on or before _____, 2019. In addition, a
6 declaration from the Settlement Administrator describing the claims, opt outs and objections must
7 be filed with this Court by _____, 2019.

8 11. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of
9 Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Settlement
10 Agreement, does not occur for any reason, the Settlement Agreement and the proposed Settlement
11 that is the subject of this Order, and all evidence and proceedings had in connection therewith, shall
12 be without prejudice to the status quo ante rights of the Parties to the litigation, as more specifically
13 set forth in the Settlement Agreement.

14 12. IT IS FURTHER ORDERED that, pending further Order of this Court, all
15 proceedings in this matter except those contemplated herein and in the Settlement Agreement are
16 hereby stayed.

17 13. The Court expressly reserves the right to adjourn or continue the Final Approval
18 Hearing from time to time without further notice to the Class Members.

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IT IS SO ORDERED.

Date: _____

HONORABLE AMY HOGUE
Judge of the Los Angeles Superior Court

EXHIBIT 3

1 VACHE A. THOMASSIAN (S.B. #289053)
vache@kjtlawgroup.com
2 CASPAR JIVALAGIAN (S.B. #282818)
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6 ADAMS EMPLOYMENT COUNSEL
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Camarillo, CA 93012
8 Telephone: 818.425.1437

9 Attorneys for Plaintiffs JAIRO EGUIZUBAL,
LEDY BOSQUE and LOGAN CHEFREN on
10 behalf of themselves and all others similarly
situated
11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

14
15 JAIRO EGUIZUBAL, individually and on
behalf of all others similarly situated,

16 Plaintiff,

17 vs.

18 COMMUNITY RESTUARANTS, INC., a
19 corporation; and DOES 1-20, inclusive,

20 Defendants.

Case No. BC687917

Assigned to Hon. Amy Hogue, Dept. 7

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Action Filed: December 29, 2017
Trial Date: None Set

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24 This matter came on for hearing on _____, 2019 at _____ a./p.m. in Department 7 of
25 the above-captioned court on the unopposed motion for final approval of a class action settlement
26 (“Settlement”) by Plaintiffs Jairo Eguizubal, Ledy Bosque and Logan Chefren (collectively
27 “Plaintiffs”) pursuant to California Rules of Court, Rule 3.769, as set forth in the Class Action
28 Settlement Agreement (“Settlement Agreement”).

1 In accordance with the Court’s prior Preliminary Approval Order, Settlement Class
2 Members have been given notice of the terms of the Settlement and the opportunity to request
3 exclusion, comment upon or object to it or to any of its terms. Having received and considered the
4 Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument
5 received by the Court in support of the motions for preliminary and final approval of the Settlement,
6 the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
7 FOLLOWING DETERMINATIONS:

8 1. Pursuant to this Court’s Preliminary Approval Order, a Notice of Class Action
9 Settlement was sent to each Settlement Class Member by First Class U.S. mail. The Notice informed
10 the Class Members of the terms of the Settlement, their right to receive their proportional share of
11 the Settlement, their right to request exclusion, their right to comment upon or object to the
12 Settlement, and their right to appear in person or by counsel at the final approval hearing and be
13 heard regarding final approval of the Settlement. Adequate periods of time were provided by each
14 of these procedures. No member of the Settlement Class objected to the proposed Settlement at or
15 before the final approval hearing.

16 2. For purposes of this Order and Judgment, the Class is defined as follows: All current
17 and former non-exempt hourly employees of Defendants Community Restaurants, Inc., Granville
18 Glendale, Inc., Granville Restaurant Partners, LLC and Granville Restaurant Partners 2, LLC
19 (collectively "Defendants") during the period beginning December 29, 2013 through
20 _____, 2019 ("Class Period"). in California at any time during the period October 9,
21 2014 through _____, 2019 ("Class Period"). Each employee in the Class is individually a
22 "Class Member," and all such individuals are collectively "Class Members." Class Members who
23 did not timely opt out of the Class are "Settlement Class Members."

24 3. The Court finds and determines that the notice procedure afforded adequate
25 protections to Class Members and provides the basis for the Court to make an informed decision
26 regarding final approval of the Settlement based on the response of Class Members. The Court finds
27 and determines that the notice provided to the Settlement Class conforms with the requirements of
28 California Code of Civil Procedure section 382, California Civil Code section 1781, California

1 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
2 applicable law, and constitutes the best notice practicable under the circumstances, by providing
3 individual notice to all Class Members who could be identified through reasonable effort, and by
4 providing due and adequate notice of the proceedings and of the matters set forth therein to the other
5 Class Members. The Notice fully satisfied the requirements of due process.

6 4. The Court further finds and determines that the terms of the Settlement are fair,
7 reasonable and adequate to the Class and to each Class Member, that the Settlement is ordered
8 finally approved, and that all terms and provisions of the Settlement Agreement, including the
9 release of claims contained therein, should be and hereby are ordered to be consummated. The Court
10 further finds and determines that the Settlement satisfies the standards and applicable requirements
11 for final approval of this class action settlement under California law, including the provisions of
12 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

13 5. Upon the Effective Date, Plaintiffs and all members of the Settlement Class, except
14 the Class Members who submitted valid and timely Exclusion Forms to the Settlement
15 Administrator, shall have, by operation of this Order and the accompanying Judgment, fully, finally,
16 and forever released, relinquished, and discharged Defendants from all Released Claims as defined
17 by the terms of the Settlement.

18 6. The Court finds and determines that (a) the individual settlement payments to be paid
19 to the Settlement Class Members and (b) the payment to the California Labor & Workforce
20 Development Agency as civil penalties under the California Labor Code Private Attorneys General
21 Act of 2004, as amended, California Labor Code sections 2699 *et seq.*, as provided for by the
22 Settlement Agreement are fair and reasonable. The Court hereby gives final approval to, and orders
23 the payment of, those amounts be made to the Settlement Class Members and to the California Labor
24 & Workforce Development Agency, in accordance with the terms of the Settlement Agreement.

25 7. The Court further gives final approval to and orders that the following payments be
26 made in accordance with the terms of the Settlement Agreement:

- 27 a. \$181,166.67 in attorney's fees to Class Counsel;
28 b. \$_____ in litigation costs to Class Counsel;

- 1 c. \$5,000.00 Enhancement Award payable to Jairo Eguizubal, _____ and
2 _____, each for their services as class representatives;
3 d. \$11,250.00 payable to the LWDA; and
4 e. \$ _____ in administration fees payable to _____ for its
5 services as Settlement Administrator.

6 8. Without affecting the finality of this Order and Judgment in any way, the Court
7 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
8 effectuation and enforcement of this order and the Settlement pursuant to California Rule of Court
9 3.769(h).

10 9. Nothing in this Final Approval Order and Judgment shall preclude any action to
11 enforce the Parties' obligations under the Settlement Agreement or hereunder, including the
12 requirement that Defendants make payments to the participating Settlement Class Members in
13 accordance with the Settlement Agreement.

14 10. The Court hereby enters final Judgment in this case in accordance with the terms of
15 the Settlement Agreement, Order Granting Preliminary Approval, and this Final Approval Order
16 and Judgment.

17 11. The Parties are hereby ordered to comply with the terms of the Settlement
18 Agreement.

19 12. The Parties shall bear their own costs and attorneys' fees except as otherwise
20 provided by the Settlement Agreement and this Order.

21 13. This document shall constitute a Judgment for purposes of California Rule of
22 Court 3.769(h).

23 14. In accordance with the Settlement Agreement, settlement checks which are uncashed
24 after One Hundred Eighty (180) days of issuance of the check shall be void. The Court will set a
25 date after the time to cash the settlement checks has expired to review the amount of uncashed
26 checks. The Court will amend the Judgment to direct payment of the amount of uncashed checks,
27 plus interest, to the Legal Aid Society of Los Angeles, pursuant to Code Civ. Proc. Section 384.

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- 1 c. \$5,000.00 Enhancement Award payable to Jairo Eguizubal, _____ and
- 2 _____, each for their services as class representatives;
- 3 d. \$11,250.00 payable to the LWDA; and
- 4 e. \$ _____ in administration fees payable to _____ for its
- 5 services as Settlement Administrator.

6 8. Without affecting the finality of this Order and Judgment in any way, the Court
7 retains jurisdiction of all matters relating to the interpretation, administration, implementation,
8 effectuation and enforcement of this order and the Settlement pursuant to California Rule of Court
9 3.769(h).

10 9. Nothing in this Final Approval Order and Judgment shall preclude any action to
11 enforce the Parties’ obligations under the Settlement Agreement or hereunder, including the
12 requirement that Defendants make payments to the participating Settlement Class Members in
13 accordance with the Settlement Agreement.

14 10. The Court hereby enters final Judgment in this case in accordance with the terms of
15 the Settlement Agreement, Order Granting Preliminary Approval, and this Final Approval Order
16 and Judgment.

17 11. The Parties are hereby ordered to comply with the terms of the Settlement
18 Agreement.

19 12. The Parties shall bear their own costs and attorneys’ fees except as otherwise
20 provided by the Settlement Agreement and this Order.

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22 Court 3.769(h).

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24 after One Hundred Eighty (180) days of issuance of the check shall be void. The Court will set a
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26 checks. The Court will amend the Judgment to direct payment of the amount of uncashed checks,
27 plus interest, to the Legal Aid Society of Los Angeles, pursuant to Code Civ. Proc. Section 384.

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15. The Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, to enforce the terms of the judgment, and any and all claims, asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

IT IS SO ORDERED.

Date: _____

HONORABLE AMY HOGUE
Judge of the Los Angeles Superior Court