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Attorneys for Defendant  
CULINARY SERVICES OF AMERICA, INC., doing  
business as CULINARY STAFFING SERVICE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

PORSHA IRVING, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

CULINARY SERVICES OF AMERICA,  
INC., doing business as CULINARY  
STAFFING SERVICE, a California

CASE NO. BC722131

(COMPLEX LITIGATION)

**CLASS ACTION SETTLEMENT  
AGREEMENT**

Assigned to Judge Amy D. Hogue  
Dept.: 7

Corporation, and DOES 1 through 50,  
inclusive,

Defendants.

### **CLASS ACTION SETTLEMENT AGREEMENT**

IT IS HEREBY STIPULATED, by and among Plaintiff Porsha Irving, on behalf of herself and the Settlement Class Members on the one hand, and Defendant Culinary Services of America, Inc. dba Culinary Staffing Service (“Defendant”), on the other hand, subject to the approval of the Court, that the Action is hereby being compromised and settled pursuant to the terms and conditions set forth in this Class Action Settlement Agreement (“Agreement”), and subject to the definitions, recitals and terms set forth herein, which by this reference become an integral part of this Agreement.

### **DEFINITIONS**

1. “Action” means the matter of *Porsha Irving v. Culinary Services of America, Inc. dba Culinary Staffing Service* (Case No. BC722131, filed on September 20, 2018, in the Los Angeles County Superior Court).
2. “Class Counsel” means Jason T. Brown of Brown, LLC; David Yeremian of David Yeremian & Associates, Inc.; and Trenton R. Kashima of Sommers Schwartz, P.C.
3. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action, and actual expenses and costs incurred in connection with the Action paid from the Gross Settlement Amount.
4. “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member’s full name; last known address; last known home telephone number; Social Security Number; start date of employment; end date of employment; and Total Overtime Hours Worked during the Class Period.
5. “Class Period” means the period from September 20, 2014 through the date of entry of the order granting preliminary approval of this Settlement.

6. “Class Representative Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her effort and risk in assisting with the prosecution of the Action.

7. “Court” means the Los Angeles County Superior Court.

8. “Defendant” means Culinary Services of America, Inc. dba Culinary Staffing Service.

9. “Defense Counsel” means Rosen Marsili Rapp LLP.

10. “Effective Date” means either (a) the date ten (10) calendar days after the entry of the Final Judgment and order finally approving the Settlement, if no objections are made to the settlement, no motions for reconsideration, and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Judgment and order finally approving the Settlement, the date ten (10) calendar days after such objection, reconsideration, appeal or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

11. “Gross Settlement Amount” means One Hundred Thirty Five Thousand Dollars (\$135,000.00).

12. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member who does not request to be excluded from this Settlement.

13. “Net Settlement Amount” means the Gross Settlement Amount, less Class Counsel Award, Class Representative Enhancement Award, and Settlement Administrator Costs.

14. “Notice” means the Notice of Pendency of Class Action Settlement (substantially in the form attached as **Exhibit 1**).

15. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant.

16. “Payment Ratio” means the respective Total Overtime Hours Worked for each Settlement Class Member divided by the sum of Total Overtime Hours Worked for all Settlement Class Members.

17. “Plaintiff” means Porsha Irving.

18. “Released Claims” means any and all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise from the allegation of paying straight time for hours submitted by Class Members to Defendant during the Class Period that should have been paid as overtime based upon the records of Defendant as asserted in the Action under the California Labor Code and California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) or for other remuneration overtime pay whether sought under statute, tort, contract, as an unfair business practice, or otherwise.

19. “Released Parties” means Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys of Defendant, but excludes any joint employers who employed the Settlement Class Members through Defendant.

20. “Response Deadline” means the date forty (45) days after the Settlement Administrator mails the Notice, or in the event of the remailing of the Notice as set forth in paragraph 33. a. i. *infra*, an additional fifteen (15) days from the remailing of the Notice to Settlement Class Members, and on which Settlement Class Members may submit written requests for exclusion.

21. “Settlement” means the disposition of the Action pursuant to this Agreement.

22. “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

23. “Settlement Administrator” means CPT Group, Inc.

24. “Settlement Class Members” means all current and former non-exempt food service workers employed by Defendant in California during the Class Period.

25. “Total Overtime Hours Worked” means the number of hours of overtime worked by Settlement Class Members during the Class Period.

## **RECITALS**

26. Class Certification. The Parties stipulate and agree to the certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be set aside and the Settlement Class immediately

decertified. The Parties' willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

27. Procedural History. On September 20, 2018, Plaintiff filed a putative class action against Defendant for various wage and hour violations. Following an exchange of informal information to assess potential class-wide damages regarding the allegation of paying straight time for hours submitted by Class Members to Defendant that should have been paid as overtime based upon the records of Defendant as well as financial issues raised by Defendant, and after months of settlement negotiations, the Parties reached an agreement as to all material terms for this Agreement.

#### **TERMS OF AGREEMENT**

28. Release As To All Class Members. Effective upon the payment of the Gross Settlement Amount by Defendant to the Settlement Administrator, Plaintiff and the Settlement Class Members who are not excluded from this Settlement, on behalf of themselves and each of their heirs, representatives, successors, assigns and attorneys, hereby release Defendant and Released Parties from the Released Claims for overtime pay during the Class Period as consideration for Defendant's payment of the Gross Settlement Amount.

29. Plaintiff's Individual Release. Additionally, effective upon the payment of the Gross Settlement Amount by Defendant to the Settlement Administrator, Plaintiff, on behalf of herself and each of her heirs, representatives, successors, and assigns, stipulates and agrees to release Defendant and the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. Plaintiff stipulates and agrees that she expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and

benefits of Section 1542 of the California Civil Code, or any comparable provision under federal or state law, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiff may hereafter discover facts in addition to or different from those she now knows or believes to be true with respect to the subject matter of any claims, but shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

30. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any employee-side taxes, interest, and penalties assessed on the payments described herein.

31. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “Acknowledging Party” and each Party to this Agreement other than the Acknowledging Party, an “Other Party”) 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) the Acknowledging 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 on the Acknowledging Party; and (3) no attorney or adviser to any Other 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 the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

32. Notice and Preliminary Approval of Settlement. As part of this Settlement, Plaintiff will request that the Court: (a) grant preliminary approval of the Settlement, (b) certify a Settlement Class, (c) approve notice to Settlement Class Members of the Settlement, and (d) grant final approval of the Settlement. Plaintiff shall request a hearing before the Court to obtain preliminary approval of the Settlement. In conjunction with the hearing, Plaintiff will submit this Agreement, which sets forth the terms of this Settlement, and will include a proposed Notice, as necessary to implement the Settlement.

33. Settlement Administration. Within ten (10) calendar days after the Court grants preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice to Settlement Class Members.

a. Notice By First Class U.S. Mail with Business Reply Mail Postage. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. Within fourteen (14) calendar days after receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice to all Settlement Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Settlement Class Member, including, but not limited to, comparing the Class Information to the U.S. Post Office change of address system. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.

i. Undeliverable Notices. Any Notice returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto and re-mailing shall be promptly accomplished on a rolling basis. 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 respective Settlement Class Member, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In the event that Settlement Administrator re-mails the Notice to any Class Members, the original Response Deadline is extended by an additional fifteen (15) days from the re-mailing of Notice. Any re-mailed Notice will conspicuously state dates certain when the extended periods expire. If a Settlement Class Member's Notice is returned to the Settlement Administrator more than once as non-deliverable on or before the extended Response Deadline, then an additional Notice need not be re-mailed and the Settlement Class Member is deemed to have received Notice.

b. No Claim Form Necessary. All Settlement Class Members who do not request to be excluded from the Settlement will receive Individual Settlement Payments from the Net Settlement Amount; submission of a claim form is not necessary to receive an Individual Settlement Payment. Estimated Individual Settlement Payments will be stated in the Notice.

i. Disputes Regarding Individual Settlement Payments. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding their employment dates or Total Overtime Hours Worked, to provide documentation and/or an explanation to correct the information and seek modification of their estimated Individual Settlement Payments. If there is a dispute, the Settlement Administrator will

consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be final and binding upon the Settlement Class Members and the Parties.

c. Exclusions. The Notice shall state that Settlement Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must contain the name, may contain the address, telephone number and the last four digits of the Social Security number of the person requesting exclusion and must be signed by the Settlement Class Member. The written request for exclusion may be returned to the Settlement Administrator at the specified address in the Notice, or by e-mail, facsimile or other forms of electronic transmission as specified in the Notice.. If the request for exclusion is mailed, the date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the request for exclusion was timely submitted. If the request for exclusion is sent by facsimile, email or other forms of electronic transmission, the date the request is received by the Settlement Administrator shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Settlement 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. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court.

i. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for Defendant only with

a complete list of all Settlement Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Settlement Class to submit requests for exclusion from the Settlement.

ii. No later than thirty (30) calendar days after the Response Deadline, the Settlement Administrator will provide Defendant and Class Counsel with an accounting of all payments and awards payable from the Gross Settlement Amount.

d. Objections. The Notice shall state that Settlement Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by mail, e-mail, facsimile or other forms of electronic transmission prior to the Final Approval Hearing and/or may attend the Final Approval Hearing and ask to speak regarding his or her objection. The Notice of Objection must be signed by and state the Settlement Class Member’s name. The Notice of Objection may state the last four digits of the Settlement Class Member’s Social Security number; and the basis for the objection. Class Counsel shall include all objections received and Plaintiff’s response(s) with Plaintiff’s motion for final approval of the Settlement.. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

e. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit either Notices of Objection to the Settlement or requests for exclusion from the Settlement, or to appeal from the Court’s Final Judgment.

34. Funding and Allocation of Gross Settlement Amount. Within seven (7) calendar days after the Effective Date, Defendant shall provide the Gross Settlement Amount to the Settlement Administrator. Payments from the Gross Settlement Amount shall be made, as specified in this Agreement and approved by the Court, for: (1) Individual Settlement Payments to Settlement Class

Members who do not request to be excluded, (2) Class Representative Enhancement Award, (3) Class Counsel Award, and (4) the Settlement Administration Costs. Defendant's employer-taxes on the wage portion of any Individual Settlement Payments will be paid separate and in addition to the Gross Settlement Amount by Defendant.

a. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the terms set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to the respective Settlement Class Member's last known mailing address within fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. Individual Settlement Payments will be allocated as follows: 50% as wages, 25% as penalties, and 25% as interest. Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. The expiration dates of checks shall be stated on all class distributions. Any Class Members who fail to negotiate their checks by the expiration date stated on their checks will receive no payment.

i. Calculation of Individual Settlement Payments. Defendant will calculate the Total Overtime Hours Worked by each Settlement Class Member. The Settlement Administrator will divide the respective Total Overtime Hours Worked for each Settlement Class Member by the Total Overtime Hours Worked for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. The Settlement Administrator will multiply each Settlement Class Member's Payment Ratio by the Net Settlement Amount to determine his or her Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated deductions (e.g., payroll taxes, etc.), as calculated by the Settlement Administrator. Defendant's share of payroll taxes and other required withholdings from Individual Settlement Payments, including but

not limited to Defendant's FICA and FUTA contributions, shall be paid by Defendant in addition to the Gross Settlement Amount. Settlement Class Members are not eligible to receive any compensation under the Settlement other than Individual Settlement Payments.

b. Unpaid Cash Residue or Unclaimed/Abandoned Class Member Funds. In accordance with California Rule of Civil Procedure section 384, any unpaid cash residue or unclaimed or abandoned class member funds, plus any accrued interest that has not otherwise been distributed pursuant to order of this Court, shall be sent to Legal Aid at Work

c. Class Representative Enhancement Award. Subject to Court approval, in exchange for the release of all Released Claims, a general release under Section 1542 of the California Civil Code, and for her time and effort in bringing and prosecuting this matter, Plaintiff shall be paid up to Three Thousand Dollars (\$3,000.00), subject to Court approval. The Class Representative Enhancement Award shall be paid to Plaintiff from the Gross Settlement Amount no later than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement, or the Effective Date, whichever is later. Any portion of the requested Class Representative Enhancement Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Plaintiff for her Class Representative Enhancement Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Enhancement Award and shall hold harmless Defendant and Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Enhancement Award. The Class Representative Enhancement Award shall be in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member.

d. Class Counsel Award. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees not to exceed Forty-Five Thousand Dollars (\$45,000) or 33.3% of the Gross Settlement Amount. Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of actual costs in an estimated amount of \$10,000, subject to submission of records to the Court, associated with Class Counsel's prosecution of this Action from the Gross Settlement Amount. Any portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement Amount and distributed to Settlement Class Members as provided in this Agreement. So long as there are no objections, Class Counsel shall be paid any Court-approved fees and costs no later than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement, or the Effective Date, whichever is later. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and costs.

e. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The capped cost of administration for this Settlement is \$15,000.00. The Settlement Administrator shall provide the Parties with a declaration to support the cost of administration. Payments of the Settlement Administration Costs to the Settlement Administrator shall be made as follows: fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement, the Settlement Administrator will be paid for all expenses/costs it incurred to that date; and payments of any additional expenses/costs will be made in the regular course. The Settlement Administrator, on Defendant's behalf, shall have

the authority and obligation to make payments, credits and disbursements, including in the manner set forth herein, to Settlement Class Members and the Internal Revenue Service, calculated in accordance with the methodology set out in this Agreement and orders of the Court.

- i. The Parties agree to cooperate in the Settlement Administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
  - ii. The Settlement Administrator shall be responsible for: processing and mailing payments to the Plaintiff, Class Counsel, Settlement Class Members, and the *cy pres*; printing and mailing the Notice to the Settlement Class Members, as directed by the Court; receiving and reporting the requests for exclusion and Notices of Objection submitted by Settlement Class Members; completing all tax reporting, withholdings, and payments to the Internal Revenue Service, and the Franchise Tax Board, including employer's share of payroll taxes; distributing all tax forms for payments under this Agreement; providing declaration(s) and reports as necessary in support of preliminary and final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform both before and after distribution of the Gross Settlement Amount. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.
- f. No person shall have any claim against Defendant, Defense Counsel, Plaintiff, Settlement Class Members, Class Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

35. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement Award, (iii) Individual Settlement Payments, and (iv) the Settlement Administration Cost. Any Settlement Class Member may confirm the date and location of the final approval hearing by contacting Jason T. Brown at his telephone number and email address provided in the Notice. Pursuant to California Rule of Court 3.769(h), after granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment. Notice of the Final Approval Order will be posted on the Settlement Administrator's website.

36. Option to Terminate Settlement. If more than five percent (5%) of all Settlement Class Members submit timely and valid written requests for exclusion from the Settlement, Defendant shall have, in its sole discretion, the option to terminate this Settlement. In such case, Defense Counsel will notify Class Counsel of its decision to terminate the Settlement within twenty-one (21) calendar days following a final report by the Settlement Administrator of the number of requests for exclusion. Further, to the extent Defendant has made any payments under this Agreement, all payments shall be fully refunded to Defendant, except that any fees already incurred by the Settlement Administrator shall be paid by Defendant, and the Parties shall proceed in all respects as though this Agreement had not been executed.

37. Nullification of Settlement Agreement. In the event: (i) the Court does not enter an order for preliminary approval; (ii) the Court does not enter an order for final approval; (iii) the Court does not enter a Final Judgment, (iv) the Effective Date is not triggered, or (v) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such case, Defendant shall not make any payment under this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

38. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class Members.

39. Publicity. Plaintiff and Class Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement prior to the Court granting Final Approval of the Settlement, or otherwise publicize the terms of this Settlement, except in Court filings. Plaintiff will not disparage Defendant or its counsel. Defendant and its representatives, officers and management personnel will not disparage Plaintiff or her counsel. Plaintiff will not speculate about the motivations behind the decision of Defendant to settle this Action.

40. No Admission By Defendant. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission of any liability or wrongdoing by Defendant, and it shall not be used against Defendant as an admission with respect to any claim of fault, concession or omission by Defendant.

41. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibit, which is incorporated by this reference as though fully set forth herein. The exhibit to this Agreement is an integral part of the Settlement; however, the terms of this Agreement control in case of conflict. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only.

42. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

43. Amendment or Modification. Any adjustments, modifications or changes to this Agreement or the Notice may be made only by joint stipulation or other motion/application and order of the Court thereon..

44. Entire Agreement. This Agreement and the attached exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements

have been made to any Party concerning this Agreement or its exhibit other than the representations, warranties and covenants contained and memorialized in the Agreement and its exhibit.

45. Authorization to Enter Into Settlement Agreement. Counsel for the Parties warrant and represent they are expressly authorized by the Party whom they each represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. The person signing this Agreement on behalf of Plaintiff represents and warrants that he/she is authorized to sign this Agreement and that he/she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

46. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

47. California Law Governs. All terms of this Agreement and the exhibit hereto shall be governed by and interpreted according to the laws of the State of California.

48. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts together shall be deemed to be one and the same instrument.

49. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

50. Jurisdiction of the Court. In accordance with California Rule of Court 3.769(h), the Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection

therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

51. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

**PLAINTIFF PORSHA IRVING**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Porsha Irving

**BROWN, LLC**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jason T. Brown  
Attorneys for the Plaintiff and Class Counsel

**DEFENDANT CULINARY SERVICES OF AMERICA, INC.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Randy Hopp  
Chief Executive Officer

**ROSEN MARSILI RAPP LLP**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Howard Z. Rosen  
Attorneys for Defendant Culinary Services of America, Inc.

therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purpose of interpreting, implementing and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

51. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

**PLAINTIFF PORSHA IRVING**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Porsha Irving

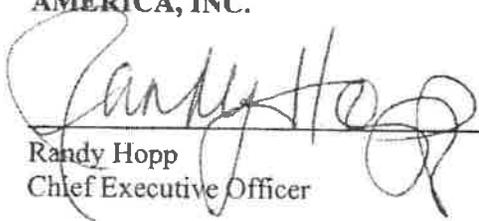
**BROWN, LLC**

DATE: 6/14/21

  
\_\_\_\_\_  
Jason T. Brown  
Attorneys for the Plaintiff and Class Counsel

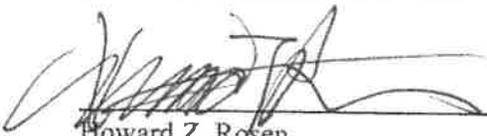
**DEFENDANT CULINARY SERVICES OF AMERICA, INC.**

DATE: 6/10/21

  
\_\_\_\_\_  
Randy Hopp  
Chief Executive Officer

**ROSEN MARSILI RAPP LLP**

DATE: JUNE 14, 2021

  
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Howard Z. Rosen  
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