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13
14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES, CIVIL COMPLEX DIVISION**

16 PATRICK MAGRDCHIAN, individually and
17 on behalf of himself and others similarly
situated,

18 Plaintiff,

19 v.

20 TPPJ S. PASADENA, LLC., a California
21 limited liability company; TOMATO PIE
PIZZA JOINT SILVER LAKE INC., a
22 California corporation; and DOES 2 through
20, inclusive,

23 Defendants.
24

Case No.: BC709657

CLASS ACTION

*Assigned to the Honorable Judge Carolyn B. Kuhl,
Dept. SSC12*

**REVISED STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF AND DEFENDANTS**

Action filed: June 13, 2018
Trial Date: None set yet.

1
2 **STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE**

3 This Stipulation of Class Action Settlement and Release Between Plaintiff and Defendants
4 (hereinafter “Stipulation,” “Settlement,” or “Stipulation of Settlement”) is made and entered into by and
5 between and shall be binding upon Plaintiff PATRICK MAGRDCHIAN (“Plaintiff”) and upon behalf of
6 all others similarly situated as described herein, and Defendants TPPJ S. PASADENA, LLC, and
7 TOMATO PIE PIZZA JOINT SILVER LAKE, INC., (collectively, “Defendants”) and any individual or
8 entity which could be jointly liable with Defendants, subject to the terms and conditions hereof and the
9 approval of the Court in the instant action (the “Action”).

10 **DEFINITIONS**

11 1. “Administrative Costs” means all administrative costs of settlement, including cost of notice to
12 the Class, claims administration, and any fees and costs incurred or charged by the Claims Administrator
13 in connection with the execution of its duties under this Stipulation.

14 2. “Claims Administrator” means CPT Group, Inc. or such other claims administrator as selected
15 by the Parties.

16 3. “Class” or “Class Members” means all persons who are or have been employed as nonexempt
17 employees for Defendants in the State of California at any time from June 13, 2014 through the date of
18 preliminary approval of this Stipulation.

19 4. “Class Action” or “Action” means the civil action entitled “PATRICK
20 MAGRDCHIAN, individually and on behalf of himself and others similarly situated, Plaintiff, v. TPPJ
21 S. PASADENA, LLC., a California limited liability company; TOMATO PIE PIZZA JOINT SILVER
22 LAKE INC., a California corporation; and DOES 2 through 20, Defendants,” filed in the Los Angeles
23 County Superior Court, Case No. BC709657.

24 5. “Class Counsel” means Ramin R. Younessi and Samantha L. Ortiz of the Law Offices of Ramin
25 R. Younessi, APC.
26
27
28

1 6. "Class Notice" means the notice of proposed class settlement and final fairness and approval
2 hearing to be directed to the Class Members pursuant to the terms of the Preliminary Approval
3 Order. The Class Notice shall be substantially in the form of Exhibit "B" hereto.

4 7. "Class Period" means June 13, 2014 through the date of preliminary approval.

5 8. "Class Representative" means the Plaintiff.

6 9. "Court" means the Los Angeles County Superior Court.

7 10. "Database" means employee records maintained by Defendants which set forth the names,
8 number of days worked and other information regarding Class Members necessary to calculate
9 Settlement Payments and administer this Settlement.

10 11. "Defendants" means the within Defendants.

11 12. "Defense Counsel" means the law firm of Hackler Flynn & Associates, APC.

12 13. "Effective Date" means the date when this Settlement will become final and effective, which
13 shall be upon the occurrence of the following events: (i) this Stipulation has been executed by all Parties
14 and by Class Counsel and Defense Counsel; (ii) entry of the Preliminary Approval Order; (iii) Class
15 Notice has been given to the members of the Class, providing them with an opportunity to object to the
16 Settlement or to opt out of the Settlement; and (iv) the Court has held a final approval hearing and
17 entered a final order and judgment certifying the Class and approving this Stipulation. If, however,
18 objections are filed and overruled, and no appeal is taken of the final approval order, then the
19 effective date of final approval shall be sixty-five (65) days after the Court enters final settlement
20 approval. If an appeal is taken from the Court's overruling of objections to the Settlement, then the
21 effective date of final approval shall be twenty (20) days after the appeal is withdrawn or after an
22 appellate decision affirming the final approval decision becomes final. No money will be distributed
23 unless and until the effective date of final approval occurs.

24 14. "Employee Taxes" refers to the minimum amount of any and all federal, state and local taxes
25 required to be withheld from the wage portions of the Settlement Payments, including but not limited to
26 any withholdings required by the Federal Insurance Contributions Act, the Federal Unemployment Tax
27 Act, and/or any similar state taxes and withholdings required of employees, such as for unemployment
28 or disability insurance.

1 15. "Enhancements" means the court approved amount to be paid to Plaintiff for his role in serving
2 as the named Class Representative and assisting Class Counsel in this Action.

3 16. "Fee Award" means, subject to Court approval, Class Counsel's attorneys' fees of up to Fifty
4 Thousand Dollars (\$50,000.00) to be deducted from Gross Settlement Amount, plus actual out-of-pocket
5 costs actually incurred by Class Counsel not to exceed Two Thousand Dollars (\$2,000.00).

6 17. "Final Judgment" means the judicial Final Judgment in conjunction with the Final
7 Approval Order.

8 18. "Final Approval Order" means the judicial Order giving final approval to this Settlement which
9 will be entered at, or as soon thereafter as determined by the Court, at the Final Fairness Hearing (also
10 referred to as to the Final Approval Hearing).

11 19. "Gross Settlement Amount" (also referred to herein as "total maximum payment") means One
12 Hundred Fifty Thousand Dollars (\$150,000.00), which is the total maximum payment by Defendants
13 under the Settlement. The Gross Settlement Amount includes payment of the Fee Award, PAGA
14 Settlement, the Enhancement payments to the Class Representative, the costs of Settlement
15 administration, and Settlement Payments to Settlement Class Members.

16 20. "Net Settlement Amount" ("NSA") means the amount remaining of the Gross Settlement
17 Amount after the deductions for the Fee Award, the PAGA Settlement, the Enhancement Awards, and
18 Administrative Costs. Any difference between the amounts allocated for the Enhancements, Fee Award,
19 and Administrative Costs and the amounts approved by the Court shall revert to Defendants.

20 21. "Objection/Exclusion Deadline" means the date forty-five (45) calendar days after the date on
21 which Class Notice is mailed to Class Members.

22 22. "Operative Complaint" means the First Amended Complaint filed herein on November 2, 2018.

23 23. "PAGA Settlement" means, subject to Court approval, Five Thousand Dollars (\$5,000.00)
24 payment to the LWDA for PAGA penalties pursuant to Labor Code §2699, et seq. The entire \$5,000 are
25 to be paid to the LWDA in satisfaction of the settlement of the PAGA penalty claims.

26 24. "Parties" means Plaintiff and Defendants herein.

27 25. "Plaintiff" means the Plaintiff.
28

1 26. “Preliminary Approval Order” means the judicial Order to be entered by the Court substantially
2 in the form of Exhibit “C” hereto, upon the Plaintiff’s motion, preliminarily approving this Settlement
3 and authorizing the Class Notice.

4 27. “Qualifying Workweeks” means the number of weeks each Class Member worked during his or
5 her employment by Defendants as a Class Member during the Class Period, not including weeks not
6 worked during any leaves of absence.

7 28. “Released Claims” means any and all liabilities, demands, claims, causes of action, complaints,
8 and obligations, whether known or unknown, against the Released Parties that are or that could have
9 been pled based on the facts alleged in the Operative Complaint arising during the Class Period alleging
10 violations of the Industrial Welfare Commission Wage Orders and California Labor Code sections 201,
11 202, 203, 226, 226.7, 512, 512, 558, 1182.12, 1194, 1197, and 2699 et seq., including the failure to pay
12 wages and minimum wages for hours worked, the failure to maintain or provide accurate itemized
13 statements, failure to pay wages when due, failure to provide meal periods or rest breaks (or premium
14 wages in lieu thereof), failure to pay waiting time penalties, failure to pay penalties under Labor Code
15 sections 2698 et seq., and any other claims whatsoever that were or could have been alleged in this case
16 based on the facts alleged in the Operative Complaint. This includes all related claims for restitution and
17 other equitable relief under Business & Professions Code §17200, et seq., conversion, liquidated
18 damages, punitive damages, penalties of any nature, and any other remedies owed or available under any
19 federal, state or local law based on the facts set forth in the Operative Complaint (“Released Claims”).

20 29. “Released Parties” include within Defendants, its former, present, and successor companies,
21 subsidiaries, divisions, related or affiliated companies, and each of its shareholders, officers,
22 partners, joint ventures, consultants, advisors, directors, employees, agents, operators, attorneys,
23 insurers, and the heirs, successors and assigns of any such person or entity, and any individual or entity
24 which could be jointly liable with Defendants or any of them, including but not limited to and any of
25 their agents, attorneys, insurers, heirs, successors, assigns, and any individual or entity which could be
26 jointly liable with them.

27 30. “Request for Exclusion” means a written and signed request by Class Members to be excluded
28 from the Class, to be submitted in accordance with the process set forth in Paragraph 64 (i) below.

1 31. "Settlement" means this Stipulation of Class Action Settlement and Release between Plaintiff
2 and Defendants.

3 32. "Settlement Class" and "Settlement Class Members" means those Class Members who have not
4 opted out of the Class by submitting timely Requests for Exclusion. The Settlement Class, however, will
5 not include any person who previously settled or released the claims covered by this Settlement, or any
6 person who previously was paid or received awards through civil or administrative actions for the claims
7 covered by this Settlement.

8 33. "Settlement Consideration" means as approved by the Court the following: (a) Class
9 Representative Enhancements; (b) PAGA Settlement; (c) Class Counsel Fee Award up to \$50,000.00 of
10 the Gross Settlement Amount and costs up to \$2,000.00; (d) Settlement Payments to Settlement Class
11 Members; and (e) fees and costs of the Claims Administrator.

12 34. "Settlement Payment" means the applicable cash amount to be paid to each eligible Settlement
13 Class Members pursuant to the terms and conditions hereunder.

14 35. "Stipulation," "Stipulation of Settlement," "Settlement," or "Agreement" means this Stipulation
15 of Class Action Settlement and Release between Plaintiff and Defendants.

16
17 **RECITALS**

18 36. WHEREAS on June 13, 2018, Plaintiff caused to be filed the initial Complaint against
19 Defendants in the Superior Court of California, County of Los Angeles, which alleged causes of action
20 for (1) failure to pay wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest
21 periods; (4) failure to provide itemized wage statements; (5) waiting time penalties; (6) Private Attorney
22 General Act; (7) violation of Business and Professions Code § 17200 et seq.;

23 37. WHEREAS Plaintiff caused a First Amended Complaint to be filed against Defendants on or
24 about November 2, 2018 in the Superior Court of California, County of Los Angeles. The First
25 Amended Complaint specifically identified the Class Allegations and subclasses.

26 38. WHEREAS the Action alleged that Defendants failed to pay Class Members proper
27 compensation, including minimum wages; willfully failed to pay wages when due; failed to provide
28 itemized wage statements; and committed acts of unfair competition based on the foregoing alleged

1 violations and allegations that Defendants failed to provide meal periods and rest breaks or premium
2 wage pursuant to Labor Code § 226.7 in lieu thereof;

3 39. WHEREAS Defendants have denied and continue to deny the allegations in the Action;

4 40. WHEREAS Plaintiff seeks unpaid wages, penalties and other legal and equitable remedies on
5 behalf of Class Members employed by Defendants in California at any time between June 13, 2014 and
6 the date of preliminary approval;

7 41. WHEREAS the Parties have conducted significant investigation of the facts and law during the
8 prosecution of the Action;

9 42. WHEREAS investigation has included research into wage-and-hour laws, exemption and
10 preemption issues, and certifiability, among other things;

11 43. WHEREAS Plaintiff and Class Counsel have concluded, based upon their independent
12 investigation and evaluation, and taking into account the sharply contested and disputed legal and
13 factual issues involved, that the expense and time necessary to prosecute the Action through trial and
14 possible appeals, the risks, uncertainty and costs of further prosecution of the Action, including the
15 challenge to certifying the Action as a class action, the uncertainties of complex litigation, and the
16 relative benefits to be conferred upon Plaintiff and the Class Members pursuant to this Settlement, that a
17 settlement with Defendants for the consideration and on the terms set forth herein is fair, reasonable,
18 adequate, and in the best interests of the Class as a whole, and have agreed to settle the Action on the
19 terms set forth herein;

20 44. WHEREAS Defendants desire to settle the Action and the claims asserted in the Action on the
21 terms and conditions set forth in this Stipulation, without any admission of liability, for the purposes of
22 avoiding the burden, distraction, expense and uncertainty of protracted litigation and of putting to rest
23 the controversies raised by the Action;

24 45. WHEREAS Class Counsel and Defense Counsel have engaged in extensive arm's-length
25 negotiations concerning the settlement of the claims asserted in the Action, including a two-hour in-
26 person meeting on December 3, 2018 where all counsel reviewed relevant documents, including
27 Defendants' financial records, and discussed the merits of the respective claims, which did not
28 immediately result in settlement;

1 46. WHEREAS, following the December 3, 2018 in-person meeting, Class Counsel and Defense
2 Counsel continued their settlement discussions via email and through phone calls and review of relevant
3 information and documents for another month, and ultimately reached a Settlement on January 3, 2019;

4 47. NOW, THEREFORE, IT IS HEREBY STIPULATED, by and among Plaintiff,
5 individually and on behalf of the Class, and Defendants, subject to Court approval in accordance the
6 sections of the California Rules of Court applicable to class actions, that the Action is hereby being
7 finally and fully compromised and settled subject to the recitals set forth hereinabove, which by this
8 reference become an integral part of this Stipulation of Settlement, and subject to the following terms
9 and conditions:

10 **SETTLEMENT TERMS AND CONDITIONS**

11 48. Provisional Stipulation of Class Certification. For purposes of this Settlement, the Parties
12 stipulate and agree that the requisites for establishing class certification with respect to the Settlement
13 Class have been met and are met. This Stipulation is contingent upon the final approval and certification
14 of the Class for settlement purposes. Should the Settlement not become final, for whatever reason, the
15 fact that the Parties were willing to stipulate provisionally to class certification as part of the Settlement
16 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a class
17 should be certified in a non-settlement context in the Action. Defendants expressly reserve their rights
18 to oppose class certification should this Settlement be modified or reversed on appeal or otherwise not
19 become final. More specifically, the Parties stipulate and agree for purposes of this Settlement that:

- 20 i. The putative class is so numerous as to make it impracticable to join all Class Members. The
21 putative class is defined in a manner that is precise, objective, and ascertainable.
- 22 ii. There are common questions of law and fact including, but not limited to, the following:
- 23 a. Whether Defendants failed to pay minimum wages pursuant to the California statute
24 and/or Los Angeles Wage Ordinance;
- 25 b. Whether Defendants maintained a policy or practice of failing to provide the opportunity
26 for employees to take their meal and rest breaks;
- 27
- 28

- 1 c. Whether Defendants’ policy and practice of failing to pay minimum wages violates
2 applicable provisions of the California Labor Code, Industrial Welfare Commission (IWC)
3 Wage Orders, and the California Business and Professions Code;
- 4 d. Whether Defendants’ policy and practice of failing to provide accurate paystubs
5 reflecting hours worked violates applicable provisions of the California Labor Code, IWC
6 Wage Orders, and the California Business and Professions Code;
- 7 e. Whether Defendants failed to promptly pay and willfully withheld compensation owing
8 to Class Members upon the termination of their employment, in violation of Cal. Lab. Code
9 §§ 201-203;
- 10 f. Whether TPPJ S. PASADENA, LLC, and TOMATO PIE PIZZA JOINT SILVER
11 LAKE, INC. are an integrated enterprise; and
- 12 g. Whether Class Members sustained damages as a result of Defendants’ violations and, if
13 so, the proper measure of such damages.
- 14 iii. Plaintiff in this case believes the claims are typical of the claims of Class Members with
15 respect to the common questions of law and fact set forth in paragraph 51 (ii) above.
- 16 iv. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class
17 Members.
- 18 v. The prosecution of separate actions by individual members of the Class would create the
19 risk of inconsistent or varying adjudications, which would establish incompatible standards of
20 conduct.
- 21 vi. Questions of law and fact common to Class Members predominate over any questions
22 affecting any individual member, and a class action is superior to other available means for the
23 fair and efficient adjudication of the controversy.

24 49. Payout of Uncashed Settlement Payments. Any portion of the NSA that is not properly cashed
25 by Settlement Class Members pursuant to this Agreement shall revert to the NSA to be distributed to Bet
26 Tzedek Legal Services, located at 3250 Wilshire Boulevard, 13th Floor, Los Angeles, California 90010.

27 50. Settlement Payments. The settlement payments shall be paid by check, as described more fully
28 below.

1 **RELEASE**

2 51. Upon the Effective Date, the Settlement Class and each member of the Class who has not
3 submitted a valid and timely Request for Exclusion, shall, for the period of time extending from June 13,
4 2014 to the date of preliminary approval, release the Released Parties from any and all liabilities,
5 demands, claims, causes of action, complaints, and obligations, whether known or unknown, against the
6 Released Parties that are or that could have been pled based on the facts alleged in the Operative
7 Complaint alleging violations of the Industrial Welfare Commission Wage Orders and California Labor
8 Code sections 201, 202, 203, 226, 226.7, 512, 512, 558, 1182.12, 1194, 1197, and 2699 et seq.,
9 including the failure to pay minimum wages, the failure to maintain or provide accurate itemized
10 statements, failure to pay wages when due, failure to provide meal periods or rest breaks (or premium
11 wages in lieu thereof), failure to pay waiting time penalties, and any other claims whatsoever that were
12 or could have been alleged in this case based on the facts alleged in the Operative Complaint. This
13 includes all related claims for restitution and other equitable relief under Business & Professions Code
14 §17200, et seq., conversion, liquidated damages, punitive damages, penalties of any nature, and any
15 other remedies owed or available under any federal, state or local law based on the facts set forth in the
16 Operative Complaint (again, “Released Claims”).

17 52. In addition, every Class Member who has not opted out of the Settlement agrees that he or she
18 shall not be entitled to a double recovery and therefore will not institute a claim for, nor accept, back
19 pay, penalties or compensation for failure to compensate for all hours worked including wages and
20 overtime, or for failure to provide meal periods and rest periods, liquidated damages, punitive damages,
21 or penalties of any nature, or any other relief from any other suit, class or collective action,
22 administrative claim or other claim of any sort or nature whatsoever against any of the Released Parties
23 for any period from June 13, 2014 to the date of preliminary approval relating to the Released Claims.

24 **APPROVAL OF SETTLEMENT AND SETTLEMENT IMPLEMENTATION**

25 53. Preliminary Approval Hearing. As soon as practicable, the Parties shall jointly submit this
26 Stipulation of Settlement to the Court for its approval, which shall be embodied in a Preliminary
27 Approval Order. Such submission shall include such motions, pleadings and evidence as may be
28 required for the Court to determine that this Stipulation of Settlement is fair, adequate and reasonable,

1 and that it constitutes a “good faith settlement” within the meaning of § 877.6 of the California Code of
2 Civil Procedure. Class Counsel will prepare and file the Motion for Preliminary Approval of Settlement
3 and Motion for Final Approval of Settlement.

4 54. Mailing of Class Notice and Related Documents

5 i. Class Member Data. Within ten (10) calendar days of the Court’s granting of
6 preliminary approval of this settlement, Defendants shall provide to the Claims
7 Administrator a database of all Class Members sufficient to permit the Claims
8 Administrator to make the calculations and issue notice as required hereunder.
9 Defendants agrees to consult with the Claims Administrator prior to the production date
10 to ensure that the format will be acceptable to the Claims Administrator. The Claims
11 Administrator will run a check of the Class Members’ addresses and social security
12 numbers against those on file with the U.S. Postal Service’s National Change of Address
13 List in order to find the most current addresses; this check will be performed one time per
14 Class Member by the Claims Administrator.

15 ii. Notice Mailing Procedure. The Claims Administrator shall, within ten (10) calendar
16 days after receipt of the database from Defendants print and mail to each Class Member
17 the Class Notice approved by the Court in both English and Spanish language by first
18 class U.S. mail. Class Notices and related forms returned to the Claims Administrator as
19 non-delivered during the forty-five (45) calendar day period shall be re-sent within three
20 (3) business days to the forwarding address, if any, on the returned envelope. If
21 forwarding address appears on the returned envelope, then the Claims Administrator shall
22 perform a skip trace using information provided by Defendants and, also within three (3)
23 business days of receiving the returned Class Notices, shall re-mail the Class Notices to
24 the addresses, if any, discovered through the skip trace. A returned Class Notice and
25 related forms will be forwarded one time per Class Member by the Claims Administrator.
26 Upon completion of these steps by the Claims Administrator, Claims Administrator shall
27 be deemed to have satisfied its obligation to provide the Class Notice to the affected
28 Class Member. The affected Class Member shall be a member of the Settlement Class

1 and shall be bound by all the terms of the Stipulation of Settlement and the Court's Order
2 and Final Judgment if he or she does not timely request exclusion from the Settlement.

3 iii. Sufficient Notice. Compliance with the procedures described in this Section shall
4 constitute due and sufficient notice to potential Class Members of this Settlement and the
5 Final Fairness Hearing, shall satisfy the requirements of due process, and nothing else
6 shall be required of Plaintiff, Class Counsel, Defendants, Defense Counsel or the Claims
7 Administrator to provide notice of the Settlement and Final Fairness Hearing.

8 iv. Declaration of Compliance. Within fifteen (15) business days following the Claim
9 Deadline, the Claims Administrator shall provide Class Counsel and Defense
10 Counsel with a declaration attesting to completion of the notice process set forth herein,
11 including an explanation of efforts to resend any Class Notices returned as undeliverable
12 and the total number of opt-outs and objections received.

13 55. Resolution of Disputes Relating to Length of Time That a Class Member Worked. If a Class
14 Member disputes the accuracy of Defendants' records and documents the challenge on the Claim Form
15 and presents sufficient documentary evidence supporting the challenge to the Claims Administrator,
16 together with the Claim Form, the Claims Administrator will expeditiously notify Defendants' counsel,
17 who will investigate the facts. The Class Member must submit information or documents supporting his
18 or her position to the Claims Administrator at the same time as the Class Member postmarks and mails
19 his or her Claim Form to the Claims Administrator. Information or documents submitted after the Claim
20 Form is postmarked and mailed will not be considered by the Claims Administrator, unless otherwise
21 agreed to by the Parties. In the event of a dispute or discrepancy between a Settlement Class Member's
22 claim and the information reflected in Defendant's records, Defendants' records will control, unless
23 inconsistent with paycheck stubs provided by the Class Member.

24 56. Procedure for Requesting Exclusion From or Objecting to Settlement. Class Members who
25 submit objections to the Settlement and/or request exclusion from the Class shall use the following
26 procedures:

27 i. Procedure for Requesting Exclusion. The Class Notice shall provide that Class
28 Members who wish to exclude themselves from the Class must submit a written and

1 signed Request for Exclusion within the Objection/Exclusion Deadline. The Request for
2 Exclusion must include the Class Member's full legal name, his or her address, his or her
3 date of birth, the last 4 digits of his or her social security number, a clear and
4 unmistakable request to exclude himself or herself from the Settlement, and his or her
5 signature. The date of the postmark on the return mailing envelope shall be the exclusive
6 means used to determine whether a Request for Exclusion has been timely submitted. In
7 the event that the postmark is illegible, the Request for Exclusion shall be deemed
8 untimely unless it is received within five (5) calendar days after the Objection/Exclusion
9 Deadline. Any Class Member who properly opts out of the Class using this procedure
10 will not be entitled to any payment or benefit from the Settlement and will not be bound
11 by the Settlement or have any right to object, appeal or comment thereon. Class
12 Members who fail to submit a valid and timely Request for Exclusion on or before the
13 Objection/Exclusion Deadline shall become Settlement Class Members, and thus be
14 bound by all terms of the Settlement and any Final Judgment entered in this Action if the
15 Settlement is approved by the Court, regardless of whether they ineffectively or untimely
16 request exclusion from the Settlement. Plaintiff agrees that he will not request exclusion
17 from the Class or Settlement, and any Request for Exclusion submitted by Plaintiff shall
18 be invalid. If the total number of Class Members who request exclusion equals more than
19 five percent (5%) of the total number of Class Members, Defendants jointly and severally
20 will have the option to rescind and void the Settlement in its entirety, in their sole
21 discretion. If Defendants, or any of them, elect to exercise their right under this
22 provision, they will so notify Class Counsel and the Court no later than five (5) business
23 days after receiving notice from the Claims Administrator of the number of opt-outs.

24 ii. Procedure for Objecting to the Settlement. The Class Notice shall provide that only
25 Settlement Class Members may object to the Settlement and that those who wish to do so
26 must submit to the Claims Administrator a written statement objecting to the Settlement
27 by the Objection/Exclusion Deadline. The date of the postmark on the return mailing
28 envelope shall be the exclusive means used to determine whether an objection and/or

1 notice of intention to appear has been timely submitted. In the event that the postmark is
2 illegible, the objection and/or notice of intention to appear shall be deemed untimely
3 unless it is received within five (5) calendar days after the Objection/Exclusion Deadline.
4 Class Members who fail to serve timely written objections in the manner specified above
5 shall be deemed to have waived any objections and shall be foreclosed from making any
6 objection (whether by appeal or otherwise) to the Settlement, unless otherwise ordered by
7 the Court.

8 iii. Responses to Objections. Class Counsel and Defense Counsel may, at least five (5)
9 court days (or such other number of days as the Court shall specify) before the Final
10 Fairness Hearing, file any responses to any written objections submitted to the Court by
11 Class Members in accordance with this Stipulation. As a condition of this Settlement,
12 Plaintiff waives any right to object to this Settlement.

13 iv. Extensions For Class Members Who Receive Re-Mailed Notices. Any Class Member
14 who receives a re-mailed Class Notice and related documents pursuant to the procedure
15 set forth in Paragraph 57.ii above will receive an extension of five (5) calendar days
16 beyond the Claim Deadline to submit a timely written objection and/or Request for
17 Exclusion.

18 57. Final Settlement Approval Hearing and Entry of Final Judgment. On the date set forth in the
19 Preliminary Approval Order, or as otherwise directed by the Court, a final hearing shall be
20 conducted to determine the fairness of and final approval of the Settlement (the “Final Fairness
21 Hearing”) and specifically to determine: (a) whether the Court should give this Stipulation and
22 certification of the provisional Settlement Class final approval; (b) Class Counsel’s application for an
23 award of attorneys’ fees and costs; and (c) any timely objections made and all responses by the Parties to
24 such objections. At the Final Fairness Hearing, the Parties shall ask the Court to give final approval to
25 this Stipulation of Settlement, and if such approval is granted present a proposed Final Approval Order
26 and Final Judgment for the Court’s approval and entry. Class Counsel shall furnish the Claims
27 Administrator with a copy and serve Defense Counsel with notice of entry of the Final Approval Order
28 and Final Judgment within two (2) business days of receiving them from the Court. Such notice of entry

1 of the Final Approval Order and Final Judgment will be available for review by Settlement Class
2 Members on the Claims Administrator's website.

3 58. Settlement Payments to Settlement Class Members, Class Representative, and Claims
4 Administrator. Each Settlement Class Member shall receive a Settlement Payment from the Net
5 Settlement Amount proportional to the number of workweeks he or she worked as a Class Member
6 during the Class Period. The Net Settlement Amount shall be calculated by deducting from Defendants
7 potential maximum total payment of \$150,000.00 the sums set forth below as the anticipated payments
8 under this Settlement for Class Counsel's attorneys' fees (not to exceed \$50,000.00), PAGA Settlement
9 (not to exceed \$5,000.00), Class Counsel's attorneys' costs (not to exceed \$2,000.00), the Enhancement
10 to Plaintiff (not to exceed \$10,000.00 for the Class Representative), and estimated settlement
11 administration costs of \$6,500.00. Any difference between the amounts allocated for the
12 Enhancements, Fee Award, and Administrative Costs and the amounts approved by the Court shall
13 revert to the Net Settlement Amount. Payments to the Settlement Class Members will be calculated by
14 the Claims Administrator and paid out of the Net Settlement Amount based on the number of Qualifying
15 Workweeks that they worked during the Class Period. The Claims Administrator shall allocate the
16 Settlement Consideration to Settlement Class Members as described below:

17 i. Settlement Payments. Settlement Payments to Settlement Class Members will be paid
18 out of the Net Settlement Amount. Any settlement checks that are not cashed by the
19 Settlement Class Members within 180 days of issuance of the settlement checks shall be
20 distributed to Bet Tzedek Legal Services, located at 3250 Wilshire Boulevard, 13th Floor,
21 Los Angeles, California 90010. One-third of each Settlement Class Member's Settlement
22 Payment will be designated for alleged unpaid wages, for which IRS Form W-2 shall
23 issue; one-third of each Settlement Class Member's Settlement Payment will be
24 designated for penalties, for which IRS Form 1099 shall issue; and one-third of each
25 Settlement Class Member's Settlement Payment will be designated for interest, for which
26 IRS Form 1099 shall issue. Based on information to be provided by Defendants, the
27 Claims Administrator will calculate the total number of Qualifying Workweeks that
28 Defendants employed each Class Member during the Class Period. Settlement Class

1 Members will be paid Settlement Payments based on the number of Qualifying
2 Workweeks they were employed by Defendants as Class Members during the Class
3 Period as calculated by the Claims Administrator.

4 ii. Employee Taxes. Settlement Class Members are responsible for paying all
5 appropriate taxes due on the Settlement Payments they receive aside from Defendants'
6 share of employer payroll taxes, which will be paid by Defendants in addition to the
7 Gross Settlement Amount. Any Settlement Payments made under this Stipulation shall
8 be reported by the Claims Administrator to the applicable governmental authorities on
9 IRS forms W-2 (wages) and Form 1099 (penalties, interest and Enhancement Awards).
10 Neither Class Counsel nor Defense Counsel intend this communication to constitute legal
11 advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon
12 as such. To the extent that this Agreement or any of its attachments is interpreted to
13 contain or constitute advice regarding any Federal or state tax issue, such advice is not
14 intended or provided to be used, and cannot be used, by any person for the purpose of
15 avoiding penalties under the United States Internal Revenue Code.

16 iii. Method for Determining Settlement Payments. Defendants agree that each
17 Settlement Class Member will be paid from the Net Settlement Amount pursuant to the
18 following formula: \$X (amount to be determined by Claims Administrator) per
19 Qualifying Workweek employed by Defendants during the Class Period. The aggregate
20 sum of all Settlement Class Members' shares calculated pursuant to this formula shall not
21 exceed the Net Settlement Amount. If for any reason a Class Member disagrees with
22 Defendants' records, the claimant can dispute the matter by providing paycheck stubs or
23 other supporting documentation demonstrating a greater number of completed Qualifying
24 Workweeks worked during the Class Period to the Claims Administrator. Class Counsel
25 and Defense Counsel will be promptly notified by the Claims Administrator of any such
26 dispute and a decision on the number of Qualifying Workweeks will be reached between
27 the disputing Settlement Class Member, Class Counsel and Defense Counsel.
28

1 iv. Settlement Payments Do Not Trigger Additional Benefits. All Settlement Payments to
2 Settlement Class Members shall be deemed to be paid to such Settlement Class Members
3 solely in the year in which such payments actually are received by the Settlement Class
4 Members. The amounts paid under this Agreement do not represent a modification of any
5 previously credited hours of service under any employee benefit plan, policy or bonus
6 program sponsored by Defendants. Such amounts will not form the basis for additional
7 contributions to, benefits under, or any other monetary entitlement under Defendants
8 sponsored (self-insured or not) benefit plans, policies or bonus programs. Any payments
9 made under the terms of this Agreement shall not be applied retroactively, currently or on
10 a going forward basis as salary, earnings, wages, or any other form of compensation for
11 the purposes of any benefit plan, policy, or bonus program. Defendants retain the right to
12 modify the language of its benefit plans, policies and bonus programs to effect this intent
13 and to make clear that any amounts paid pursuant to this Agreement are not for “hours
14 worked,” “hours paid,” “hours of service” or any similar measuring term as defined by
15 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit
16 accrual or any other purpose, and that additional contributions or benefits are not required
17 by this Agreement. It is the intent of this Settlement that the Settlement Payments
18 provided for in this Agreement are the sole payments to be made by Defendants to the
19 Settlement Class Members, and that the Settlement Class Members are not entitled to any
20 new or additional compensation or benefits as a result of having received the Settlement
21 Payments (notwithstanding any contrary language or agreement in any benefit or
22 compensation plan document that might have been in effect during the period covered by
23 this Settlement).

24 vii. Class Representative Enhancement Payments. Subject to Court approval, Defendants
25 agree to pay the named Plaintiff Ten Thousand Dollars (\$10,000.00) for his services as
26 Class Representative. This Enhancement payment is to be paid from the Gross
27 Settlement Amount. This payment shall be in addition to Plaintiff’s claimed share of the
28 Net Settlement Amount as a Settlement Class Member and is in consideration for his

1 execution of a full and complete waiver and release of all known and unknown claims
2 against Defendants and to compensate him for serving as class representative. The
3 Claims Administrator will issue an IRS Form 1099 for the Enhancement payment to
4 Plaintiff for his services as Class Representative. Class Representative will be
5 responsible for correctly characterizing these payments for tax purposes and for paying
6 any taxes due on the amounts received. Class Representative agrees to pay all taxes due
7 on the service payment. The Claims Administrator will pay the Enhancement payment
8 approved by the Court to the Class Representative on the same date Class Counsel is paid
9 their attorneys' fees and costs.

10 viii. Release from Class Representative. Plaintiff will provide a general release of all
11 claims, including all wage and hour and all other employment-related claims, that
12 specifically encompasses both known and unknown claims and expressly waives and
13 relinquishes all rights and benefits afforded by California Civil Code Section 1542, which
14 provides as follows: "A general release does not extend to claims that the creditor or
15 releasing party does not know or suspect to exist in his or her favor at the time of
16 executing the release, and that, if known by him or her, must have materially affected his
17 or her settlement with the debtor or released party." Accordingly, if the facts relating in
18 any manner to this Settlement are found hereafter to be other than or different from the
19 facts now believed to be true, the release of claims contained herein shall remain
20 effective. The Parties acknowledge that the foregoing waiver and release was separately
21 bargained for and is a material element of the Stipulation of Settlement.

22 ix. Claims Administrator. Defendants further agrees to pay the reasonable costs of the
23 Claims Administrator associated with the administration of this Settlement, estimated not
24 to exceed Six Thousand Five Hundred Dollars (\$6,500.00). The Claims Administrator
25 will be CPT Group, Inc. or such other Claims Administrator as may be mutually
26 agreeable to the Parties. The fees and costs of the Claims Administrator are to be paid
27 from the Gross Settlement Amount.

1 x. Mailing of Settlement Payments. The Claims Administrator shall cause the Settlement
2 Payments to be mailed to the Settlement Class Members within fifteen (15) business days
3 of the Effective Date of this Settlement.

4 59. Administration of Class Claims and the Settlement.

5 i. Claims Administrator Designation. CPT Group, Inc. or such other Claims
6 Administrator as may be mutually agreeable to the Parties, shall be designated as the
7 Claims Administrator. The fees and costs of the Claims Administrator are to be paid
8 from the Gross Settlement Amount.

9 ii. Claims Administrator's Duties. The Claims Administrator will administer the
10 Settlement, including distributing all required Class Notices to Settlement Class
11 Members; performing skip traces on Class Notices returned undelivered and with no
12 forwarding address; re-mailing Class Notices to Settlement Class Members as necessary;
13 receiving Requests for Exclusion; handling any inquiries by Settlement Class Members
14 regarding Settlement Payments; auditing the list of Settlement Class Members; preparing
15 all settlement checks, including those designated as payment for alleged unpaid wages,
16 and those designated as payment for penalties under the Labor Code and interest on
17 wages; distributing the payments for the class representative enhancements and attorneys'
18 fees and costs (as set forth in this Stipulation) to Class Counsel; and performing such
19 other tasks as the Parties mutually agree or that the Court orders the Claims
20 Administrator to perform, including, but not limited to, calculating (and withholding from
21 Settlement Payments) all Employee Taxes from each Settlement Class Member's
22 Settlement Payment and remitting them to the proper governmental taxing authorities.
23 The Claims Administrator will also print and issue IRS Forms 1099s and W-2s to the
24 Settlement Class Members and Class Counsel via U.S. Mail. Defendants and, where
25 applicable, the Claims Administrator, will report all payments hereunder to the
26 appropriate governmental authorities in accordance with the provisions of this
27 Stipulation. The Claims Administrator will determine, based on the database provided by
28 Defendants, the amount of the Settlement Payments.

1 iii. Certification of Distribution of Settlement Payments. Upon completion of
2 administration and distribution of the Settlement Payments, the Claims Administrator
3 shall provide written certification of such completion to counsel for Parties. The Parties
4 agree that the Claims Administrator shall conduct all administration of the Settlement,
5 except as expressly provided herein, and that Class Counsel shall receive no fee or
6 payment relating to the administration of the Settlement outside of the fees sought to be
7 awarded by the Court pursuant to the terms of this Stipulation of Settlement. The Parties
8 each represent they do not have any financial interest in the Claims Administrator or
9 otherwise have a relationship with the Claims Administrator that could create a conflict
10 of interest. All disputes relating to the Claims Administrator’s performance of its duties
11 shall be referred to the Court, if necessary, which will have continuing jurisdiction over
12 the terms and conditions of this Stipulation and Settlement until all payments and
13 obligations contemplated by this Stipulation of Settlement have been fully carried out.
14 iv. Timing of Settlement Administration. The Claims Administrator shall not begin
15 processing any claims from Class Members unless and until this Settlement receives
16 preliminary approval by the Court and shall not distribute any payments under this
17 Settlement before the Effective Date. In the event an appeal is filed from the Court’s
18 Final Judgment, or any other appellate review is sought prior to the Effective Date,
19 administration of the Settlement shall be stayed pending final resolution of the appeal or
20 other appellate review.

21 60. Disbursement of Settlement Payments

22 i. Timing of Disbursement of Settlement Payments. Ten (10) business days after the
23 Effective Date, Defendants shall provide the Claims Administrator the funds required for
24 the Settlement. The Claims Administrator shall audit the list of Settlement Class
25 Members, resolve any discrepancies, prepare the settlement checks and mail the
26 Settlement Payments to Authorized Claimants within fifteen (15) business days after the
27 Effective Date, but in no event shall any payment be made prior to the Effective Date.
28

1 ii. Claims Administrator Declaration Regarding Settlement Payment Distribution.

2 Promptly after the disbursement of all Settlement Payments is complete the Claims
3 Administrator shall provide Class Counsel and Defense Counsel notice of the completion
4 of administration of the Settlement.

5 iii. Completion of Settlement Administration. Every effort shall be made to complete
6 administration of the Settlement within fifteen (15) business days after the Effective
7 Date. Should additional time be needed to complete the administration, the Claims
8 Administrator may obtain additional time upon written request (including an explanation
9 of the need for such additional time) to and approval by Class Counsel and Defense
10 Counsel. If either Class Counsel or Defense Counsel does not agree to the request for
11 additional time, then either of the Parties may make an application to the Court.

12 iv. No Claims. No person shall have any claim against Defendants, or any of them,
13 Plaintiff, Class Counsel, Defense Counsel, or the Claims Administrator based on
14 distributions made in accordance with this Stipulation, the allocation of the Settlement
15 Payments hereunder, and/or further orders of the Court.

16 61. Class Counsel's Attorneys' Fees and Costs.

17 i. Amount of Class Counsel's Attorneys' Fees and Costs. In consideration for settling
18 this matter and in exchange for the release of all claims by the Settlement Class, and
19 subject to final approval by the Court, Defendants agree to pay Class Counsel attorneys'
20 fees (not to exceed \$50,000.00) and costs (not to exceed \$2,000.00); such sums are to be
21 deducted from the Gross Settlement Amount. Defendants will not object to Class
22 Counsel's application for attorneys' fees and costs in this amount. The attorneys' fees
23 are to compensate Class Counsel for all the work already performed in this case, and all
24 the work remaining to be performed in documenting the Settlement, securing Court
25 approval of the Settlement, and making sure the Settlement is fairly administered and
26 implemented, excluding fees and costs associated with the enforcement of this
27 Agreement by Defendants or any of them in the event of breach.

28

1 ii. Timing of Payment of Class Counsel’s Attorneys’ Fees and Costs. The Class
2 Counsel’s attorneys’ fees and costs shall be paid within fifteen (15) business days after
3 the Effective Date. Claims Administrator shall issue a Form 1099 to Class Counsel for
4 the payment made in accordance with this Section. Payment of the Fee Award shall
5 constitute full satisfaction of any obligation to pay any amounts to any person, attorney or
6 law firm for attorneys’ fees, expenses and/or costs in the Action incurred by any attorney
7 on behalf of Plaintiff and/or the Class in connection with the Action, and shall relieve
8 Defendants and Defense Counsel of any further liability or responsibility to Class
9 Counsel for any fees, expenses and/or costs to which any of them may claim to be
10 entitled on behalf of Plaintiff and/or the Class in connection with the Action. Upon
11 payment of the Fee Award, Plaintiff and Class Counsel release Defendants from any and
12 all claims for attorneys’ fees or costs resulting from this Action or distribution of the Fee
13 Award. Plaintiff represents and warrants that, other than the Law Offices of Ramin R.
14 Younessi, APC, there are no attorneys who have claims for fees or costs arising out of the
15 Action or the Settlement. Except as provided in this Stipulation, each of the Parties shall
16 bear his/her/its own attorneys’ fees, costs, and expenses incurred in the prosecution,
17 defense, or settlement of the Action.

18 iii. Fairness of Fee Award Separate From Fairness of Settlement. The allowance,
19 disallowance, or modification by the Court of the application of Class Counsel or a Fee
20 Award are to be considered by the Court separately from the Court’s consideration of the
21 fairness, reasonableness, adequacy and good faith of the Settlement. Any order or
22 proceedings relating to the attorneys’ fee application by Class Counsel, or any appeal
23 from any order relating thereto or modification or reversal thereof, shall not operate to
24 terminate or cancel the Stipulation or affect or delay the finality of the Final Judgment.

25
26 **MISCELLANEOUS**

27 62. Stay of Proceedings. All discovery, motions, and other proceedings, other than that necessary to
28 obtain the Court’s final approval of the Settlement, shall be stayed pending such final approval.

1 63. No Admission of Liability; Inadmissibility of Settlement. The Parties enter into this Settlement
2 to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of
3 continued litigation. In entering into this Settlement, Defendants do not admit, and specifically deny,
4 having violated any federal, state or local law, any regulations or guidelines promulgated pursuant to
5 any statute, or any other applicable laws, regulations or legal requirements, including common law.
6 Whether or not the Settlement is finally approved, neither the Settlement, nor this Stipulation or any
7 other document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
8 thereof, shall in any event be: (1) construed as, offered or admitted in evidence as, received as, or
9 deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to,
10 evidence of a presumption, concession, indication or admission by any of the Released Parties of any
11 liability, fault, wrongdoing, omission, concession or damage; or (2) disclosed, referred to or offered or
12 received in evidence against any of the Released Parties, in any further proceeding in the Action, or any
13 other civil, criminal or administrative action or proceeding, except for purposes of settling this Action
14 pursuant to this Stipulation, staying any action or proceeding raising claims released hereunder, or
15 enforcing the terms of the Settlement.

16 64. Nullification of Settlement Stipulation. In the event: (i) the Court does not finally approve the
17 Settlement materially in the form agreed by the Parties; (ii) the Court does not enter a Final Judgment as
18 provided herein which becomes final as a result of the occurrence of the Effective Date; or (iii) the
19 Settlement does not become final for any other reason, this Settlement shall be null and void and any
20 order or judgment entered by the Court in furtherance of this Settlement shall be treated as
21 withdrawn or vacated by stipulation of the Parties. In the event that this Stipulation is nullified in any of
22 the ways set forth above, the Parties shall be returned to their respective statuses as of the date and time
23 immediately prior to the execution of this Stipulation, and the Parties shall proceed in all respects as if
24 this Settlement had not been executed. Invalidation or modification of any material term of this
25 Stipulation shall invalidate the Settlement in its entirety unless the Parties agree in writing that the
26 remaining provisions shall remain in full force and effect.

27 65. Privacy of Documents and Information. Pursuant to the prior agreement by the Parties, the
28 documents and information exchanged between the Parties and information provided on an informal

1 basis shall not be used for any purpose other than concluding the settlement of this Action. Plaintiff and
2 Class Counsel agree that information and documents disclosed by Defendants, but excluding that which
3 is public record, shall not be discussed with or presented to any person, including but not limited to the
4 media and any official of any union or any union organizing group, except as required by law.

5 66. Exhibits and Headings. The terms of this Stipulation include the terms set forth herein and
6 exhibits attached hereto, which are incorporated by this reference as though fully set forth herein and are
7 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
8 Stipulation are inserted for convenience of reference only and do not constitute a part of this Stipulation
9 or in any way define, limit, extend, or describe the scope of this Stipulation or any provision hereof.

10 67. Entire Agreement. This Stipulation and any exhibits attached hereto constitute the entire
11 agreement among the Parties, and no oral or written representations, warranties or inducements have
12 been made to any party concerning this Stipulation other than the representations, warranties and
13 covenants contained and memorialized in such documents. All prior or contemporaneous negotiations,
14 agreements, understandings, and representations, whether written or oral, are expressly superseded
15 hereby and are of no further force and effect. Each of the Parties acknowledges that it has not relied on
16 any promise, representation or warranty, express or implied, not contained in this Stipulation of
17 Settlement.

18 68. Amendment or Modification. This Stipulation may be amended or modified only by a written
19 instrument signed by all Parties and their counsel or their successors-in-interest and approved by the
20 Court.

21 69. Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are
22 expressly authorized by their client(s) to negotiate this Stipulation and to take all appropriate action
23 required or permitted to be taken by such Parties pursuant to this Stipulation to effectuate its terms, and
24 to execute any other documents required to effectuate the terms of this Stipulation.

25 70. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure to the
26 benefit of, the Parties hereto and respective heirs, trustees, executors, administrators, successors and
27 assigns.

28

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

5 72. Notices. Unless otherwise specifically provided herein, all notices, demands or other
6 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
7 the third business day after mailing by United States registered or certified mail, return receipt
8 requested, addressed as follows:

9 To Defendants:

10 Cynthia Flynn, Esq. (SBN 274206)
11 Alexandra Buechner, Esq. (SBN 255320)
12 HACKLER FLYNN & ASSOCIATES, APC
13 597 Monterey Pass Road
14 Monterey Park, California 91754

15 To Plaintiff:

16 Ramin R. Younessi, Esq. (SBN 175020)
17 Samantha L. Ortiz, Esq. (SBN 312503)
18 LAW OFFICES OF RAMIN R. YOUNESSI
19 A PROFESSIONAL LAW CORPORATION
20 3435 Wilshire Boulevard, Suite 2200
21 Los Angeles, California 90010

22 73. No Retaliation. Defendants shall not take any adverse action against any Class Members
23 because of the existence of, and/or their participation in, the Action or because they choose to take the
24 benefit of the Settlement, request to be excluded from the Class or object to the Settlement. Defendants
25 shall take no action to discourage Class Members from participating in the Settlement.

26 74. Cooperation in Administration. The Parties agree to fully cooperate with each other to
27 accomplish the terms of this Stipulation of Settlement, including but not limited to, execution of such
28 documents and taking such other action as reasonably may be necessary to implement the terms of this
Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by
this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or
otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as

1 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and
2 cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval
3 of this Stipulation of Settlement. The Parties will cooperate in the administration process and take all
4 reasonable efforts to minimize the costs and expenses incurred in administration of the Settlement.

5 75. Counterparts. This Stipulation may be executed in one or more counterparts, and when each
6 party has signed and delivered at least one such counterpart, each counterpart shall be deemed an
7 original, and, when taken together with other signed counterparts, shall constitute one Stipulation, which
8 shall be binding upon and effective as to all Parties.

9 76. Continuing Jurisdiction of the Court. The Parties agree that following entry of the Final
10 Judgment, this Stipulation shall be enforceable by the Court pursuant to Section 664.6 of the California
11 Code of Civil Procedure, and the Court shall retain exclusive and continuing jurisdiction of this Action
12 over all Parties and Class Members to interpret and enforce the terms, conditions, and obligations of the
13 Settlement. Plaintiff, Class Members, and Defendants hereby submit to the personal and exclusive
14 jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement
15 embodied in this Stipulation and all Orders and judgments entered in connection therewith.

16 77. Enforcement Actions. The Parties acknowledge, agree and stipulate that each has a right to
17 enforce any provision of this Stipulation by filing any appropriate action, proceeding or motion
18 including, but not limited to, a motion pursuant to California Code of Civil Procedure § 664.6. Any
19 party hereto requiring the assistance of the Court to enforce the terms of this Agreement shall be entitled
20 to their reasonable attorneys' fees and costs.

21 78. Cooperation in Drafting. The Parties hereto agree that the terms and conditions of this
22 Stipulation are the result of lengthy, intensive arm's-length negotiations between the Parties and that this
23 Stipulation shall not be construed in favor of or against any party by reason of the extent to which any
24 party or his, her or its counsel participated in the drafting of this Stipulation.

25 79. Invalidity of Any Provision. Before declaring any provision of this Stipulation invalid, the Court
26 shall first attempt to construe all provisions valid to the fullest extent possible consistent with applicable
27 precedents.

28

1 80. California Law Governs. All terms of this Stipulation and the exhibits hereto shall be governed
2 by and interpreted according to the laws of the State of California.

3 81. Signatories. It is agreed that because the members of the Class are so numerous, it is impossible
4 or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice
5 will advise all Class Members of the binding nature of the release, and the release shall have the same
6 force and effect as if this Stipulation of Settlement were executed by each member of the Class.

7 82. Circular 230 Disclaimer. Each party to this Agreement acknowledges and agrees (1) that no
8 provision of this Agreement, and no written communication or disclosure between or among the Parties
9 or their attorneys and other advisors, is or was intended to be, nor shall any such communication or
10 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States
11 Treasury Department Circular 230 (31 C.F.R. Part 10, as Amended); (2) that he, she, or it (a) has relied
12 exclusively upon his, her, or its own, independent legal and tax advisors for advice (including tax
13 advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the
14 recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled
15 to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any
16 tax penalty that may be imposed on the acknowledging party; and (3) that no attorney or advisor to any
17 other party has imposed any limitation that protects the confidentiality of any such attorney's or
18 advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the
19 party of the tax treatment or tax structure of any transaction, including any transaction contemplated by
20 this Agreement.

21 83. Personal Guarantee: Garrett Policastro and Federico Suarez hereby absolutely and
22 unconditionally guarantee the Gross Settlement Amount and all obligations of Defendants to Plaintiff
23 pursuant to this Stipulation. The death or incompetence of Garrett Policastro and Federico Suarez shall
24 not revoke this guarantee.

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IT IS SO STIPULATED.

By Plaintiff:

Dated: February 29th, 2020

PLAINTIFF PATRICK MAGRDCHIAN

By:  _____
PATRICK MAGRDCHIAN

By Defendants:

Dated: February ____, 2020

DEFENDANT TPPJ S. PASADENA, LLC

By: _____

Title: _____

Dated: February __, 2020

DEFENDANT TOMATO PIE PIZZA JOINT SILVER LAKE,
INC.

By: _____

Title: _____

Dated: February ____, 2020

GUARANTOR

By: _____

GARRETT POLICASTRO

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IT IS SO STIPULATED.

By Plaintiff:

Dated: November ____, 2019

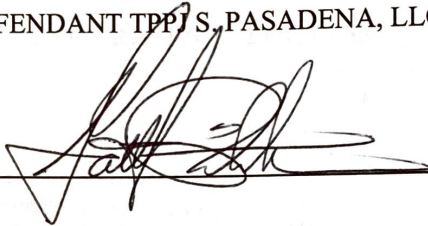
PLAINTIFF PATRICK MAGRDCHIAN

By: _____
PATRICK MAGRDCHIAN

By Defendants:

Dated: November 30, 2019

DEFENDANT TPTT S, PASADENA, LLC

By: _____

Title: mgr partner.

Dated: November 30, 2019

DEFENDANT TOMATO PIE PIZZA JOINT SILVER LAKE, INC.

By: _____

Title: CEO

Dated: November 30, 2019

GUARANTOR

By: _____

GARRETT POLICASTRO

1 Dated: November 30, 2019

GUARANTOR

2
3 By: 

4 FEDERICO SUAREZ

5
6
7 **APPROVED AS TO FORM ONLY:**

8
9 Dated: ~~November _____, 2019~~
February 29, 2020

LAW OFFICES OF RAMIN R. YOUNESSI

10
11 By: 

Ramin R. Younessi, Esq.

Samantha L. Ortiz, Esq.

Attorneys for Plaintiff, PATRICK MAGRDCHIAN

12
13
14 Dated: November 30, 2019

HACKLER FLYNN & ASSOCIATES, APC

15
16
17 By: 

Alexandra Buechner, Esq.

Attorneys for Defendants, TPPJ S. PASADENA, LLC and
TOMATO PIE PIZZA JOINT SILVER LAKE, INC.