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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

29 ELNORA T. TAGALOGON, as an individual
30 and on behalf of all others similarly situated,

31 Plaintiff,

32 vs.

33 THE CHEESECAKE FACTORY
34 RESTAURANTS, INC., a California
35 Corporation, and DOES 1 through 100,
36 inclusive,

37 Defendants.

38 Case No. BC603620

39 *Assigned for All Purposes to Honorable Amy*
40 *Hogue in Department 7*

41 **NOTICE OF LODGING AMENDED**
42 **JOINT STIPULATION FOR CLASS**
43 **ACTION SETTLEMENT AND RELEASE**

44 Date: March 25, 2020

45 Time: 11:00 a.m.

46 Location: 7

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that Plaintiff ELNORA T. TAGALOGON hereby lodges the
3 fully executed AMENDED JOINT STIPULATION FOR CLASS ACTION SETTLEMENT AND
4 RELEASE (“Settlement Agreement”), attached hereto as Exhibit A.

5
6 DATED: March 9, 2020

LAW OFFICES OF CHOI & ASSOCIATES


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8 By: 
9 Edward W. Choi
10 Attorneys for Plaintiff and the Class
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EXHIBIT A

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

Plaintiff Elnora T. Tagalogon, on behalf of herself and all other individuals similarly situated, on the one hand, and Defendant The Cheesecake Factory Restaurants, Inc., on the other hand, agree to settle the individual, class, and representative claims as set forth in this Amended Joint Stipulation for Class Action Settlement and Release.

DEFINITIONS

1. “**Action**” means the Los Angeles Superior Court action which was commenced by Plaintiff against Defendant on or about December 10, 2015 and entitled “Elnora T. Tagalogon v. The Cheesecake Factory Restaurants, Inc., Case No. BC 603620.”

2. “**Administrator**” means Phoenix Class Action Administration Solutions.

3. “**Administrator Costs**” means the amount to be paid to the Administrator from the Gross Settlement Fund for all of the administration costs and fees of the Settlement approved by the Courts.

4. “**Class Counsel**” means Larry W. Lee of the Diversity Law Group, P.C., Edward W. Choi of the Law Offices of Choi & Associates and Thomas M. Lee of the Lee Offices, APC.

5. “**Class Counsel Fee**” means attorneys’ fees for Class Counsel’s litigation and resolution of the claims through the Action.

6. “**Class Counsel Costs**” means expenses and costs incurred by Class Counsel for Class Counsel’s litigation and resolution of the claims through the Action.

7. “**Class Information**” means information regarding Class Members that Defendant will in good faith compile from their records and provide to the Administrator. Class Information will be provided as a Microsoft Excel spreadsheet and will include each Class Member’s: (a) full name; (b) last known address; (c) last known telephone number; (d) last known e-mail address(es); (e) Social Security Number; (f) number of months worked by Class Members in the position of Kitchen Manager or Manager during the Class Period. The Class Information is and shall remain confidential and shall only be provided to the Administrator.

8. “**Class Members**” or “**Class**” means the approximately 235 employed in the job positions entitled “Kitchen Manager” or “Manager” who worked for Defendant in California during the Class Period and who because of their dates of employment and/or position have been identified by Defendant as “Kitchen Managers” or “Managers” who did not sign an arbitration agreement containing a class waiver provision.

9. “**Class Period**” means from December 10, 2011 through the date of the Preliminary Approval Order.

10. “**Class Representative Enhancement Award**” means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in

recognition of Plaintiff's efforts and risks in assisting with the prosecution of the Action and as consideration for executing this Settlement including, without limitation, the general release contained herein.

11. “**Defendant**” means The Cheesecake Factory Restaurants, Inc.

12. “**Defense Counsel**” means Michael Cereseto of Buchalter, a Professional Corporation, located at 1000 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90017-1730.

13. “**Effective Date**” means the latest of the following dates: (i) if no Class Members file objections to the Settlement or interventions in the Action or if any objections or interventions are filed but subsequently withdrawn, the date on which the Court finally approves of the Settlement and the Judgment and Notice of Entry of Judgment is filed and served; or (ii) if a Class Member files an objection to the Settlement or intervention in the Action, 65 calendar days after the date on which the Judgment and Notice of Entry of Judgment is filed and served, if no appeal or writ is initiated by an objector or intervenor, or (iii) if a timely appeal is initiated by an objector or intervenor, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement and entry of a final judgment. The Judgment and Notice of Entry of Judgment shall be filed by Plaintiff and served by Plaintiff upon Defendant by e-mail, upon any objector or intervenor and Plaintiffs' counsel in related wage and labor litigation against Defendant by mail, upon the LWDA through the California Department of Industrial Relations' authorized website using the required forms, and by the Administrator on Class Members by posting the Notice of Entry of Judgment on the Administrator's website. Plaintiff shall provide Defendant with a copy of the LWDA receipt confirming that these documents were submitted.

14. “**Final Approval Order**” means the Order signed by the Court finally approving of the Settlement and approving of Class Counsel Fee, Class Counsel Costs, Class Representative Enhancement Award, Administrator Costs and approving the PAGA Settlement (substantially in the form attached hereto as Exhibit 3).

15. “**Gross Settlement Fund**” means \$350,000.

16. “**Individual Settlement Payments**” means the gross amount payable from the Net Settlement Fund to each Class Member prior to pay roll tax withholdings.

17. “**Judgment**” means the judgment in the Action by which the Los Angeles County Superior Court confirms final approval of the Settlement and the approval of the PAGA Settlement (substantially in the form attached hereto as Exhibit 4).

18. “**LWDA**” means the Labor Workforce and Development Agency.

19. “**Net Settlement Fund**” means the Gross Settlement Fund, less Class Counsel Fees, Class Counsel Costs, Class Representative Enhancement Award, Administrator Costs, and the portion of PAGA Allocation payable to the LWDA.

20. “**Notice of Entry**” means the Notice of Entry of the Judgment which is filed and served by Plaintiff after the Los Angeles Superior Court enters the Judgment.

21. “**Notice of Objection**” means an objection to the Settlement submitted by any Class Member.

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

23. “**Notice Packet**” means the Notice of Settlement (substantially in the form attached as Exhibit 1).

24. “**Objection/Exclusion Deadline**” means the date 45 calendar days following the date on which the Administrator first mails the Notice Packet to the Class Members.

25. “**PAGA Allocation**” means the amount that will be allocated from the Gross Settlement Fund for the compromise of claims brought on behalf of Plaintiff and the Class under the Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698, *et seq.*

26. “**PAGA Settlement**” means the portion of the settlement that relates to settlement of the representative PAGA claims.

27. “**Parties**” means collectively, Plaintiff and Defendant.

28. “**Plaintiff**” means Elnora T. Tagalogon.

29. “**Preliminary Approval Order**” means the order executed by Court preliminarily approving of the Settlement (substantially in the form attached as Exhibit 2).

30. “**Released Claims**” means all known and unknown claims, demands, rights, liabilities, and causes of action that were or could have been asserted by the Class based on the existing allegations contained in the Complaint filed in the Action including, but not limited to, any claims for misclassification, failure to pay overtime, failure to pay minimum wages, failure to provide meal periods and/or meal premiums, failure to provide rest breaks and/or rest premiums, wage statement and payroll record claims under Labor Code Section 226, waiting time penalties for failure to pay all wages due upon employment/termination under Labor Code Sections 201, 202, and 203 and related claims under the California Unfair Competition Law, Business and Professions Code Section 17200 *et seq.*, under the Private Attorneys General Act (“PAGA”), Labor Code Sections 2698 *et seq.* and under the relevant Wage Orders. The Released Claims are limited to all claims described above that could have been asserted by the Class based on the allegations in the Complaint for the period December 10, 2011 through the date of the Preliminary Approval Order.

31. “**Released Parties**” means Defendant and Defendant’s past and present corporate parents, subsidiaries, employees, officers, directors, managing agents, shareholders, attorneys, guarantors, indemnitors, insurers, predecessors, successors, and assigns.

32. “**Request for Exclusion**” means the that Class Members must timely complete and submit to the Administrator a letter to be excluded from this Settlement.

33. **“Settlement”** means this Amended Joint Stipulation for Class Action Settlement and Release.

34. **“Settlement Class Member”** means any Class Member who has not validly excluded themselves from this Settlement.

RECITALS

35. Plaintiff filed her original Complaint in Los Angeles Superior Court on or about Decemeber 10, 2015.

36. The parties now have reached a settlement of the class and representative PAGA claims which is memorialized in this Amended Joint Stipulation for Class Action Settlement and Release.

37. **Defendant Denies Liability and Wrongdoing.** Defendant denies any liability and wrongdoing of any kind associated with the alleged claims, and further denies that the alleged claims are appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has complied at all times with California and Federal Law.

38. **Benefits of Settlement to Class Members.** Plaintiff and Class Counsel believe their putative class and representative claims are meritorious based on alleged violations of California’s wage and hour laws and are appropriate for class treatment. However, they recognize the expense and length of continued proceedings necessary to litigate their disputes through Court and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of litigation, including the impact of arbitration clauses on the alleged Class, and the difficulties and delays inherent in the Action or arbitration. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability generally for the alleged claims, and potential difficulties in establishing damages for the Class Members. Plaintiff and Class Counsel have also taken into account Defendant’s agreement to enter into a settlement that confers substantial relief upon Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that this Settlement is fair, adequate, and reasonable, and is in the best interests of the Class Members.

39. **Defendant’s Reasons for Settlement.** Defendant has concluded that any further defense of the claims would be protracted and expensive for all Parties. A substantial amount of time, energy, and resources of Defendant has been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff and Class Members. Defendant has also taken into account the risks of arbitration and/or litigation in reaching their decision to enter into this Settlement. Despite continuing to contend that it is not liable for any of the claims set forth by Plaintiff and the Class, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Settlement to put to rest the alleged claims by the Class without any admission or liability.

CLASS CERTIFICATION

40. **Stipulation for Provisional Class Certification.** The Parties stipulate and agree to Class certification of the Class for purposes of this Settlement only. Should the Settlement not

become final and effective as provided herein, class certification will immediately be set aside (subject to further proceedings on motion of any Party to certify or deny certification thereafter). The Parties' willingness to stipulate to class certification as part of the Settlement will have no bearing on, and will not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context and will have no bearing on, and will not be admissible or considered in connection with, the issue of whether a class should be certified in any lawsuit, or in arbitration.

TERMS

41. **Gross Settlement Fund Distribution.** The Gross Settlement Fund of Three Hundred Fifty Thousand Dollars (\$350,000.00) shall be used for the payment of only the following:

a. Class Counsel Fees and Class Counsel Costs. Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys' fees up to a total of 1/3 of the Gross Settlement Fund (\$116,666.67) and costs up to \$27,500.00, as supported by a declaration from Class Counsel, from the Gross Settlement Fund. Class Counsel will be solely and legally responsible to pay all applicable taxes on any payment made pursuant to this paragraph. The Administrator will 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. If the Court reduces or does not approve the requested Class Counsel Fees and/or Class Counsel Costs, the Settlement will remain binding on the Parties. Any amount requested by Class Counsel for the Class Counsel Fees and Class Counsel Costs and not granted by the Court will be added to the Net Settlement Fund and be distributed as provided in this Settlement.

b. Class Representative Enhancement Award. Defendant agrees not to oppose or object to any application or motion by Plaintiff to be appointed Class Representative and for a Class Representative Enhancement Award up to \$10,000.00 to Plaintiff as consideration for a general release of claims and for Plaintiff's time and effort in bringing and prosecuting this matter. The Administrator will issue an IRS Form 1099-MISC to Plaintiff for Plaintiff's Class Representative Enhancement Award(s). Plaintiff agrees to provide the Administrator with an executed Form W-9 before the Class Representative Enhancement Award is issued. The Class Representative Enhancement Award will be in addition to Plaintiff's Individual Settlement Payment. If the Court awards less than the requested amount of the Class Representative Enhancement Award, then any portion of the requested amount not awarded to Plaintiff will be added to the Net Settlement Fund. If the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff will not have the right to revoke or appeal this Settlement which will remain binding on the Parties.

c. PAGA Allocation. Subject to Court approval, the Parties allocate a total of \$10,000.00 from the Gross Settlement Fund for the compromise of representative claims brought by the Class under the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* California Labor Code section 2699(i) requires that the parties distribute any settlement of PAGA claims as follows: 75% to the State of California's Labor Workforce Development Agency for enforcement of labor laws and education of employers; and 25% to "aggrieved employees."

Accordingly, the Parties agree that \$7,500.00 of the PAGA Allocation will be paid to the Labor Workforce Development Agency from the Gross Settlement Fund by the Claims Administrator. The remaining \$2,500 of the PAGA Allocation will be part of the Net Settlement Fund to be distributed in accordance with the terms of this Settlement to the Class. The PAGA Settlement and PAGA Allocation is subject to approval of the Court.

d. Administrator Costs. The Administrator will be paid for the costs of administration of the Settlement from the Gross Settlement Fund which costs are subject to approval by the Court. The Administrator has provided a preliminary estimate of the Administrator's Costs of \$9,250.00.

e. Individual Settlement Payments. Individual Settlement Payments will be paid from the Net Settlement Fund. Each Settlement Class Member shall be entitled to his or her prorata share of the Net Settlement Fund based on the percentage of each Settlement Class Members months worked in the Kitchen Manager or Manger Positions during the Class Period when compared to the sum of all Settlement Class Members months in such positions during the Class Period as follows: The Administrator will calculate the sum of months worked by all Settlement Class Members in the Kitchen Manager or Manager positions from the Class Information supplied by Defendant. The respective months worked by each Settlement Class Member in the Kitchen Manager or Manager positions during the Class Period will be divided by the foregoing sum, resulting in the payment ratio for each Settlement Class Member. Each Settlement Class Member's payment ratio will then be multiplied by the Net Settlement Fund to determine his or her entitlement under this paragraph.

42. Tax Allocation of Individual Settlement Payments and Payment of Payroll Taxes. For purposes of this Settlement, the Individual Settlement Payments will be made in Settlement of the Settlement Class Member's claims for unpaid wages, penalties, civil penalties, liquidated damages and interest. The parties agree that 33⅓% of each Individual Settlement Payment shall be allocated to wages, 33⅓% to penalties and 33⅓% to interest. The Administrator shall: (a) Pay the employee's side of payroll taxes from the wage portions of Individual Settlement Payments due each Settlement Class Member and pay the employer's side of payroll taxes of the wage portions of the Individual Settlement Payments from funds separately provided by Defendants; (b) Report the wage portion of Individual Settlement Payment to the Internal Revenue Services and State tax authorities as wage income to the Settlement Class Member and to the extent required report the non-wage portion of the Gross Awards as 1099 income; and (c) provide W-2 and 1099 forms to each Settlement Class Member who is paid an Individual Settlement Payment.

43. Other than as set forth in Paragraph 42 of this Settlement Agreement, Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state, and/or local income or employment tax or any other withholdings, if any, on the payments described above. Defendant makes no representations as to the taxability of any portions of the Individual Settlement Payments, and it is understood and agreed that Defendant has made no such representations.

44. No settlement payments to Settlement Class Members under this Settlement Agreement will entitle such Class Members to any additional compensation or benefits under any plan, program, or benefit of Defendant that may have been in effect at any time.

45. **Labor Code § 206.5 Inapplicable.** It is acknowledged that all settlement payments made pursuant to this Settlement Agreement are on disputed claims and each Settlement Class Member will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of this provision of this section shall be null and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor.”

46. **CIRCULAR 230 DISCLAIMER.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY OT THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, THE “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 CRF 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.

RELEASE

47. **Release By Settlement Class Members.** As of the Effective Date, the Settlement Class Members, including Plaintiff, release the Released Parties from the Released Claims.

48. **Release By Plaintiff.** As of the Effective Date, Plaintiff (not Settlement Class Members) irrevocably and unconditionally waives and releases all rights and claims, known and unknown, which Plaintiff may have against the Released Parties the beginning of time to the date Plaintiff signs this Settlement.

Notwithstanding the foregoing and any provision of the Settlement, nothing herein is intended to release claims that cannot be released as a matter of law, including, but not limited to, claims for unemployment and/or workers' compensation benefits.

Should any portion of the Released Claims be deemed to be unenforceable, such unenforceable provision shall be severed from the remaining Settlement provisions.

49. **Waiver of Civil Code Section 1542 by Plaintiff.** The release by Plaintiff (not Settlement Class Members) set forth herein covers both claims that Plaintiff knew about and claims that she may not know about. Plaintiff expressly waives and relinquishes all rights and benefits provided by Section 1542 of the California Civil Code (and any similar laws of other jurisdictions), and does so understanding and acknowledging the significance of this specific waiver of Section 1542, which provides as follows:

“SECTION 1542. GENERAL RELEASE – CLAIMS EXTINGUISHED. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY 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 OR RELEASED PARTY.”

Thus, notwithstanding the provisions of Section 1542 of the Civil Code, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff expressly acknowledges that this Settlement is intended to include all claims which she does not know or suspect to exist in her favor at the time of signing this Settlement.

MOTION FOR PRELIMINARY APPROVAL

50. As soon as practicable, Plaintiff shall submit this Settlement to the Court for its preliminary approval on behalf of the Parties. Such submission will include this Settlement, including the Exhibits, and any motions, memoranda, and evidence as may be necessary for the Court to determine that this Settlement is fair, adequate, and reasonable. The Parties agree to request that the Court enter an order approving the certification of a provisional class at the preliminary approval hearing. Plaintiff shall be responsible for preparing the preliminary approval motion on behalf of the Parties and shall provide Defendant with a draft of same prior to filing. Defendant shall cooperate with Plaintiff in the preparation thereof. The preliminary approval motion and supporting papers shall be served by Plaintiff upon Defendant by e-mail. Plaintiff shall submit the Settlement Agreement to the LWDA by using the authorized California Department of Industrial Relations' website on the same day it is submitted to the Court for preliminary approval. Plaintiff shall provide Defendant with a copy of the LWDA receipt. Upon preliminary approval, the Court shall sign the Preliminary Approval Order substantially in the form attached hereto as Exhibit 2. The Preliminary Approval Order shall be served by Plaintiff upon Defendant by e-mail. The Preliminary Approval Order shall also be served by Plaintiff on counsel for plaintiffs who have filed other wage and hour litigation against Defendant in related cases. Defendant shall provide the mailing addresses for counsel in all related cases.

NOTICE OF SETTLEMENT

51. **Class Information.** Within 21 calendar days after the issuance of the Preliminary Approval Order, Defendant shall provide the Administrator with the Class Information for purposes of mailing Notice Packets to Class Members.

52. **Notice Via First Class Mail.** Within 21 calendar days after receiving the Class Information from Defendant, the Administrator will send a copy of the Notice Packet to each Class Member by regular First Class Mail. Prior to the initial mailing, the Administration will check the addresses provided by Defendant through the National Change of Address System.

53. **Undeliverable Notices Sent Via First Class Mail.** If an original Notice Packet is returned as undeliverable with a forwarding address provided by the United States Postal Service, the Administrator will promptly resend a Notice Packet to that forwarding address, along with a brief letter stating that the recipient of the Notice Packet has until the original deadline set forth on the Notice or 15 calendar days after the re-mailing of the Notice Packet (whichever is later) to submit an Exclusion Request or Objection. If an original Notice Packet is returned as undeliverable without a forwarding address, the Administrator will make reasonable efforts to locate forwarding addresses, including a skip trace, and if it obtains a more recent address, will resend a Notice Packet, along with a brief letter stating that the recipient of the Notice Packet has until the original deadline set forth on the Notice or 15 calendar days after the re-mailing of the Notice Packet (whichever is later) to submit an Exclusion Request or Objection.

54. **Sufficient Notice.** It will be conclusively presumed that a Notice Packet sent in compliance with the procedures specified herein will constitute due and sufficient notice to Class Members and will satisfy the requirement of due process. Nothing else will be required of, or done by, the Administrator, Parties, Class Counsel, and/or Defense Counsel to provide notice of the proposed settlement.

55. **Toll-Free Telephone Line.** By the time that the Notice Packets are mailed, the Administrator shall establish and staff a toll-free telephone line that Class Members can use to contact the Administrator with any questions relating to this Settlement or update their contact information.

56. **Website for Notice Packet.** By the time that the Notice Packets are mailed, the Administrator shall establish a website that includes the Settlement and Notice Package and other relevant Settlement information. The website shall remain in operation through, and including, 60 days after the Individual Settlement Payments are distributed to the Settlement Class.

CLAIM SUBMISSION

57. **No Claims Submission.** This Settlement is non-claims made. This means that no Class Member shall be required to submit a claim or claim form or otherwise prove his or her eligibility for participation in this Settlement.

58. **No Reversion.** Within 14 calendar days of the Effective Date, Defendant will pay the entire Gross Settlement Fund, without reversion or reimbursement of any unclaimed portions of the Gross Settlement Fund to Defendant. If there is any reduction in Class Counsel Fee and

Class Counsel Costs, Class Representative Enhancement Award, Administrator Costs, or the PAGA Allocation, then such funds will be added to the Net Settlement Fund for payment to the Settlement Class Members.

DISPUTES

59. **Submission of Disputes.** Within 45 calendar days after the original mailing of the Notice Packets or within 15 days of re-mailing of the Notice Packets, whichever is later, any Class Member who disagrees with the accuracy of any part of the Class Information in their Notice Packet, shall provide the Administrator with an explanation to show contrary Class Information.

60. **Determination of Dispute.** Within 10 calendar days after receiving an explanation to show contrary Class Information from a Class Member, the Administrator shall make a determination regarding the dispute. Defendant shall cooperate with the Administrator in supplying information concerning the Class Member's dispute. The Administrator's determination of disputes under the terms of this Settlement shall be conclusive, final and binding on all Parties and all Class Members.

61. **Right to Request Exclusion After Dispute.** Within 10 calendar days after the Administrator sends the Class Member disputing the Class Information the Administrator's determination or the deadline to submit a Request for Exclusion, whichever is later, the Class Member may submit a Request for Exclusion.

EXCLUSIONS

62. **Requests for Exclusion.** Within 45 calendar days after the original mailing of the Notice Packets or 15 days after re-mailing, whichever is later, any Class Member wishing to request exclusion from this Settlement must submit a letter to Request for Exclusion to the Administrator. The Request for Exclusion: (1) must contain the name, address, and telephone number of the person requesting exclusion; (2) must be signed by the Class Member; and (3) must be returned to the Administrator at the specified address. The date of the postmark on the Request for Exclusion, will be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

63. **No Solicitation of Exclusion.** The Parties agree not to encourage any Class Members to exclude themselves from the Settlement.

64. **Effect of Submitting Request for Exclusion.** Any Class Member who requests to be excluded from this Settlement will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. Class Members who receive a Notice Packet but fail to submit a valid and timely Request for Exclusion will be bound by all terms of the Settlement.

65. **Request for Exclusion List.** Within 10 calendar days after the Response Deadline, the Administrator shall provide counsel for the Parties with a complete list of all Class Members who have timely submitted Requests for Exclusion.

66. **Defendant's Right to Void Settlement.** If 10% or more of the Class Members submit Exclusion Requests, Defendant shall have the option (in its sole discretion) of canceling the Settlement and all actions taken in its furtherance will be null and void. Defendants must exercise this right within 7 calendar days after the Administrator notifies the Parties of the total number of Exclusion Requests received. In determining whether sufficient exclusion requests have been submitted by the Class to allow the Defendant to exercise its option, the total number of Class Members shall be multiplied by 10%, and the product shall be rounded up to the next whole number. In the event Defendant exercises its option of canceling the Settlement, Defendant will pay all costs incurred by the Settlement Administrator through the date of cancellation.

OBJECTIONS

67. **Notice of Objections.** Within 45 calendar days after the original mailing of the Notice Packets or within 15 days of re-mailing of the Notice Packets, whichever is later, any Class Member wishing to object to this Settlement may submit the Notice of Objection to the Administrator along with a written statement of objection. The Notice of Objection should be signed by the Class Member and state: (1) the full name of the Class Member; (2) the last four digits of the Class Members' Social Security number and/or the Employee ID number; (3) the basis for the objection; and (4) if the Class Member intends to appear at the hearing on the Motion for Final Approval. Class Members may also appear at the final approval hearing to object or be heard without filing a Notice of Objection. Class Members who fail to make objections by either filing a Notice of Objection and/or by appearing at the final approval hearing waive any objection and will be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

68. **No Solicitation to Object.** The Parties agree not to encourage any Class Members to object to the Settlement Agreement.

69. **Response to Objections.** Any Party may file a response to any Objection no later than 7 calendar days prior to the hearing on the Motion for Final Approval.

MOTION FOR FINAL APPROVAL, COUNSEL FEE, CLASS COUNSEL COSTS, AND CLASS REPRESENTATIVE ENHANCEMENT

70. **Declaration of Administrator.** Within 10 calendar days of the Objection/Exclusion Deadline, the Administrator shall provide the Parties with a declaration specifying the due diligence the Administrator undertook to mail out the Notice Packets; verifying Administrator Costs; listing the low, average, and high Individual Shares for Settlement Class Members; listing Plaintiff's Individual Share as a class member; and reporting the number of Request for Exclusions and Objections submitted, and providing copies thereof. Plaintiff shall cause the Declaration to be submitted to the Court and served on any objectors and/or intervenors.

71. **Filing of Motion for Final Approval.** No earlier than 15 calendar days after the Objection/Exclusion Deadline, Class Counsel shall file with the Court a Motion for Final Approval. Class Counsel shall provide Defense Counsel with a draft of the Final Approval Motion for review prior to filing. The Motion for Final Approval and all supporting papers shall be served by Plaintiff upon Defendant by e-mail, upon any objector or intervenor and plaintiffs' counsel in

related wage and hour litigation against Defendant by mail. At the hearing on the motion, objections, if any, may be heard, and the Court will determine if the Settlement should be finally approved.

72. **Execution of Final Order.** Upon approval of the Motion for Final Approval, the Court shall execute the Final Approval Order (substantially in the form attached as Exhibit 3), with the Court retaining jurisdiction over the Parties to enforce the terms of the Settlement after the Final Approval Order. The Court shall also enter a Judgment (substantially in the form attached as Exhibit 4). The Final Approval Order, Judgment and Notice of Entry of Judgment shall be served by Plaintiff upon Defendant by e-mail, upon any objector or intervenor and Plaintiffs' counsel in related wage and hour litigation by mail, upon the LWDA by using the authorized California Department of Industrial Relations' website and forms, and by the Administrator upon the Class Members by posting the Final Approval Order, Judgment and Notice of Entry of Judgment on the Administrator's website. Plaintiff shall provide Defendant with a copy of the LWDA receipt confirming that the Final Approved Order, Judgment and Notice of Entry of Judgment were submitted.

DISBURSEMENT

73. **Accounting of Disbursement.** Within 7 calendar days after the Effective Date of this Settlement, the Administrator shall provide the Parties with an accounting of all anticipated disbursements to be made from the Gross Settlement Fund for approval of the Parties, and shall provide the Defendant with an estimate of the employer side of payroll taxes for the wage portion of the Individual Settlement Payments.

74. **Payment of Gross Settlement Fund.** Within 14 calendar days after the Effective Date of this Settlement, Defendant shall provide the Gross Settlement Fund and the estimated employer side payroll taxes to the Administrator. The Administrator will deposit the Gross Settlement Fund in a bank account from which all funds payable under the terms of this Settlement will be paid.

75. **Disbursement of Gross Settlement Fund.** Within 14 calendar days after receiving the Settlement Funds, the Administrator shall disburse the Settlement Funds as specified under this Settlement via first class mail.

76. **Undelivered Notice Packages and Uncashed Settlement Payments.** If a Settlement Class Member's Notice Package is undeliverable after following the procedures specified in paragraph 53 or if a Settlement Class Member does not cash or deposit his or her Individual Settlement Payment within 180 calendar days from the date of issuance, or if an Individual Settlement Payment is returned for a second time, upon direction from the Court, the Administrator shall cause that Settlement Class Member's payment to be transmitted to the California State Controller to be held in the unclaimed property fund in the name of such Settlement Class Members' names. It shall be the responsibility of the Settlement Administrator to maintain an account of such unused settlement funds and account such funds pursuant to the provisions of the revised provision of California Code of Civil Procedure Section 384, amended effective January 1, 2019. In that regard, as soon as practicable after expiration of the 180 day period, the Administrator shall file a report with the Court indicating the amounts actually paid to

(negotiated by) the Settlement Class Members. Upon receipt of the report, the Court will amend the Final Approval Order directing the Administrator to pay the unpaid amounts to the California State Controller pursuant to the above provisions.

TIMELINE

77. **Timeline of Significant Events.** The following represents the significant events outlined in this Settlement:

Event	Deadline
Plaintiff shall submit the Settlement, Preliminary Approval Motion, and supporting declarations for Preliminary Approval to Court.	As soon as practicable after creation of the Settlement.
Defendant shall provide the Administrator with the Class Information.	Within 21 calendar days after the entry of the Preliminary Approval Order.
The Administrator will mail a copy of the Notice Packet to Class Members and establish toll free number and settlement website.	Within 21 calendar days after receiving the Class Information from Defendant.
Class Members must submit any disputes with Class Information to Administrator.	Within the later of 45 calendar days after the original mailing of the Notice Packets, or 15 days after re-mailing to the Class Member (whichever is later).
Class Members wishing to request exclusion must submit a Request for Exclusion to the Administrator.	Within 45 calendar days after the original mailing of the Notice Packets or 15 days after re-mailing to the Class Member (whichever is later).
Class Member wishing to object may submit Notice of Objection.	Within 45 calendar days after the original mailing of the Notice Packets or 15 days after re-mailing to the Class Member (whichever is later).
Class Counsel shall file with the Court a Motion for Final Approval.	No earlier than 15 calendar days after the Objection/Exclusion Deadline.
Defendant shall provide the Gross Settlement Fund and estimated amount of employer side payroll taxes to the Administrator.	Within 14 calendar days after the Effective Date of this Settlement.
The Administrator shall disburse the Gross Settlement Fund.	Within 14 calendar days after receiving the Gross Settlement Fund.

78. **Representations and Warranties.** Each of the Parties to this Settlement Agreement represents, warrants and agrees as follows:

(i) Each Party has received independent legal advice from its/his/her attorneys with respect to the advisability of making the settlement provided for herein, with respect to the advisability of executing this Settlement, and with respect to the meaning of California Civil Code Section 1542.

(ii) No Party (nor any officer, agent, employee, representative or attorney of or for any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Settlement, and each party does not rely upon any statement, representation or promise of any other party (or of any officer, agent employee, representative or attorney for any such other party), in executing this Settlement or in making the Settlement provided for herein, except as expressly stated in this Settlement.

(iii) Each Party to this Settlement Agreement has made such investigation of the facts pertaining to this Settlement and this Settlement Agreement, and of all the matters pertaining thereto, as it/he/she deems necessary.

(iv) Each Party or a responsible officer thereof has read this Settlement and understands the contents hereof. Each of the officers executing this Settlement on behalf of their respective corporations is empowered to do so and thereby bind his or her respective corporation.

(v) In entering into this Settlement, each Party assumes the risk of any misrepresentation, concealment or mistake. If any Party should subsequently discover that any fact relied upon by it/him/her in entering into the Settlement was untrue, or that any fact was concealed from it/him/her, or that its/his/her understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith, including, without limitation on the generality of the foregoing, any alleged right or claim to set aside or rescind the Settlement. The Settlement is intended to be and is final and binding between the Parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

(vi) No Party has heretofore assigned, transferred or granted, or purported to assign, transfer or grant, any of the claims, demands and cause or causes of action disposed of by this Settlement Agreement.

(vii) Each term, including the Recitals, of this Settlement is contractual and not merely a recital.

(viii) The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement.

(ix) The Parties agree to stay any and all proceedings and discovery in the Action and Arbitration, except such proceedings necessary to implement and complete this Settlement.

MISCELLANEOUS PROVISIONS

79. **Preliminary and Permanent Injunction.** Except as to Class Members who timely submit Requests for Exclusion, the Preliminary Approval and Final Approved Order will contain provisions enjoining Plaintiff and the Class Members from prosecuting the claims released herein and enjoining Plaintiff and the Class Members from initiating or continuing other proceedings regarding the claims released herein, including but not limited to filing any claims before the Division of Labor Standards and Enforcement (“DLSE”) or in any forum whatsoever.

80. **Publicity.** Plaintiff and Class Counsel will not issue any press release, engage in any press or post on their websites any information related to this Settlement or Defendant. Such prohibition includes any discussions or postings on social media, including without limitation, Facebook, Twitter, and/or Pinterest. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action, the venue/case number of this action, and a one-sentence description of the case within a list of other cases in which they have been appointed class counsel.

81. **Nullification of Settlement.** If: (i) the Court does not enter the Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the Settlement as provided herein; (iii) the Court does not enter a final judgment as provided herein; (iv) the Settlement does not become final for any other reason, (v) the Effective Date does not occur, or (vi) Defendant exercises its right to under this Settlement to void this Settlement pursuant to paragraph 67, this Settlement will be null and void and any order or judgment entered by the Court in furtherance of this Settlement will be treated as void from the beginning. In such a case, the Parties will proceed in all respects as if this Settlement had not been executed, Plaintiff shall proceed with his and/or the class and representative claims in the Action in Superior Court subject to Defendant’s contentions regarding arbitration. If an appeal is filed from the from the Court’s final judgment, or any other appellate review is sought, administration of the Settlement will be stayed pending final resolution of the appeal or other appellate review.

82. **No Admission By the Parties.** Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Settlement is not a concession or admission, and will not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

83. **Exhibits.** The terms of this Settlement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

84. **Headings.** The descriptive headings of any paragraphs or sections of this Settlement are inserted for convenience of reference only and do not constitute a part of this Settlement.

85. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

86. **Entire Settlement.** This Settlement and any attached Exhibits constitute the entire Settlement among these Parties, and no oral or written representations, warranties or inducements

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

87. **Authorization to Process Settlement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to process any other documents required to effectuate the terms of this Settlement.

88. **Binding on Successors and Assigns.** This Settlement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

89. **California Law Governs.** All terms of this Settlement and the Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

90. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing this Settlement and all orders and judgments entered in connection therewith. The prevailing party to any enforcement action shall be entitled to reasonable attorneys' fees and costs incurred in connection with such enforcement actions.

91. **Invalidity of Any Provision; Severance.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable. To the extent that any provision of the Settlement is adjudged to be void or otherwise unenforceable, in whole or in part, such provision shall be severed from the remainder of the Settlement and such adjudication shall not affect the validity of the remainder of the Settlement.

92. **Waiver of Certain Appeals.** The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

93. **Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation will include, but not be limited to, processing of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement will use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

94. **Notices.** Unless otherwise specifically provided, all notices, demands, or other communications in connection with this Settlement will be sent via e-mail to the following e-mail addresses:

To Plaintiff:

Larry W. Lee
Diversity Law Group, P.C.
Edward W. Choi
Law Offices of Choi & Associates
lwlee@diversitylaw.com
edward.choi@calaw.com

To Defendant:

Michael Cereseto
Arthur Chinski
Buchalter, a Professional Corporation
mcereseto@buchalter.com
achinski@buchalter.com

95. **Construction of Settlement.** The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Settlement will not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement.

96. **Counterparts.** This Settlement will become effective upon its execution by all of the undersigned. This Settlement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, and may be so delivered in person, by mail, by e-mail, or by facsimile.

[The remainder of this page is intentionally left blank.]

BY THEIR SIGNATURES BELOW, EACH OF THE UNDERSIGNED REPRESENTS THAT THEY HAVE READ THE FOREGOING AND FULLY UNDERSTAND AND AGREE TO EACH AND ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN:

Dated: 3/5/2020

E. Tagalogon
ELNORA T. TAGALOGON, an individual

THE CHEESECAKE FACTORY
RESTAURANTS, INC.

Dated: 3/6/2020

By: *[Signature]*

APPROVED AS TO FORM

DEFENDANT'S COUNSEL

Dated: 3/9, 2020

BUCHALTER
a Professional Corporation

By: *[Signature]*
Michael J. Cereseto

PLAINTIFF'S COUNSEL

Dated: March 5, 2020

DIVERSITY LAW GROUP, PC

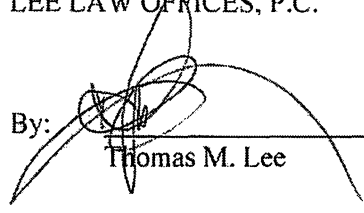
By: *[Signature]*
Larry W. Lee

LAW OFFICES OF CHOI & ASSOCIATES

By: *[Signature]*
Edward W. Choi

LEE LAW OFFICES, P.C.

By:



Thomas M. Lee

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ELNORA T. TAGALOGON, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

THE CHEESECAKE FACTORY
RESTAURANTS, INC., a California
Corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No. BC 603620

**NOTICE OF SETTLEMENT OF
CLASS ACTION LAWSUIT**

PLEASE READ THIS NOTICE CAREFULLY, AS IT MAY AFFECT YOUR RIGHTS.

WHY DID I GET THIS NOTICE?

You have received this Notice because Defendant The Cheesecake Factory Restaurants, Inc.'s ("Defendant" or "CHEESECAKE") records reflect that you are or may be a class member in a pending class action entitled *Tagalogon v. The Cheesecake Factory Restaurants, Inc.*, Los Angeles County Superior Court, Case No. BC603620 (the "Action") and you may be entitled to money from settlement of that Action (the "Settlement"). This Notice has been approved by the Court and informs you of the terms of the Parties' Settlement.

WHAT IS THIS ACTION ABOUT?

The Action was filed on December 10, 2015, on behalf of Plaintiff Elnora T. Tagalogon ("Named Plaintiff") and other similarly situated current and former managerial employees employed by CHEESECAKE in the State of California. CHEESECAKE and Named Plaintiff are collectively referred to as the "Parties." Plaintiff's complaint alleged causes of action for (1) failure to pay overtime; (2) failure to provide meal periods; (3) failure to provide rest breaks; (4) failure to provide proper wage statements; (5) violation of Business and Professions Code § 17200 et seq.; and (6) penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2698, et seq. The primary contention in the Action is that CHEESECAKE misclassified its California managerial employees as exempt and as a consequence failed to pay such managerial employees overtime, failed to provide meal breaks and pay meal premiums, failed to provide rest breaks and pay rest premiums, failed to provide accurate wage statements and failed to pay all wages due at termination. The Named Plaintiff also contends that CHEESECAKE violated Business & Professional Code Section 17200, et seq. and the Private Attorneys General Act, California Labor Code Sections 2698 et seq.

CHEESECAKE denies each and all of the claims and contentions alleged by Named Plaintiff. CHEESECAKE believes strongly that it has multiple valid defenses to the claims and that its employees have been properly paid and treated in accordance with the law and denies class certification of the claims or trial on a representative basis would be proper. Absent the Settlement, CHEESECAKE would contest the lawsuit vigorously. By agreeing to the Settlement, CHEESECAKE is not admitting that it has any liability. Named Plaintiff believes she would prevail on the claims that are subject to the Settlement.

After engaging in discovery, extensive motion practice, and an all-day mediation before an experienced mediator, the Parties agreed to the Settlement, which was preliminarily approved by the Court on _____.

Neither the Court nor any other fact finder has decided whether the claims brought by Named Plaintiff (or CHEESECAKE's defenses) are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and any final determination of those issues will be made at the Final Approval Hearing. CHEESECAKE reserves the right, if for any reason the Settlement is not approved, to contest any factual or legal allegations in the Action including whether this Action should proceed as a class action or on a representative basis.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Elnora T. Tagalogon is the Class Representative or Named Plaintiff in the Action, and has asserted claims on behalf of herself and the class. CHEESECAKE is the Defendant. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action unless they affirmatively exclude themselves from the class by opting out.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The Class includes all persons employed by CHEESECAKE in California as "employed in the job positions entitled "Kitchen Manager" or "Manager" who worked for CHEESECAKE in California at any time between December 10, 2011 through (date of preliminary approval) (the "Class Period") and who because of their dates of employment and/or position have been identified by CHEESECAKE as "Kitchen Managers" or "Managers" who did not sign an arbitration agreement containing a class waiver provision. This group of approximately 235 employees will be referred to as "Class Members" or the "Class."

WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

Defendant will pay a maximum of Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00) ("Gross Settlement Fund") to settle the class claims as described below. The Gross

Settlement Fund includes all settlement payments to Class Members, Class Counsel's attorneys' fees and litigation expenses, all Settlement Administration expenses, payments to the California Labor and Workforce Development Agency ("LWDA"), and enhancement award to the Class Representative, as outlined below.

Settlement Administration and Other Payments. The Court has tentatively approved certain payments to be made from the Gross Settlement Fund as follows, which will be subject to final Court approval:

- Settlement Administration. Payment to the settlement administrator ("Administrator") for the expense of notifying the Class Members of the Settlement, processing objections and opt-outs submitted by Class Members, responding to Class inquiries, maintaining a Settlement website, distributing settlement payments and issuing tax reporting forms. Phoenix Class Action Administration Solutions has been approved by the Court to act as the Administrator and has preliminarily estimated that costs of settlement administration will be approximately \$9,250.00.
- Attorneys' Fees and Costs. Payment to Court-approved Class Counsel of reasonable attorneys' fees not to exceed One Hundred Sixteen Thousand Six Hundred Sixty-Six Dollars and Sixty Six Cents (\$116,666.67) as reasonable compensation for the work Class Counsel performed in this Action and costs not to exceed Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) and will continue to perform through settlement finalization, together with reimbursement for litigation expenses actually incurred in connection with the Action. Class Counsel has been prosecuting the Action on behalf of Named Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Enhancement Award to Class Representative. A service enhancement not to exceed \$10,000.00 to Class Representative and Named Plaintiff Elnora T. Tagalogon, to compensate her for services on behalf of the Class in initiating and prosecuting the action and in consideration of her executing a general release in favor of Defendant. This payment is in addition to whatever payments the Class Representative is otherwise entitled to receive as a Class Member.
- Payment to LWDA. A payment of \$10,000.00 will be allocated as PAGA penalties under the Labor Code Private Attorneys General Act, Lab. Code §§ 2698, et seq. Seventy-five percent (75%) of that amount, or Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00), shall be paid to California's Labor and Workforce Development Agency ("LWDA"). The remainder shall be paid to Settlement Class Members as part of the Net Settlement Amount.

Net Settlement Fund. After deducting the Court approved settlement administration expenses, attorney fees and costs, class representative enhancement, and payment to the LWDA from the Gross Settlement Fund, the Administrator shall pay Individual Settlement Payments from the resulting Net Settlement Fund.

Calculation of Class Member Awards. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the total months worked in the Kitchen Manager or Manger Positions during the Class Period when compared to the sum of all Settlement Class Members total months in such positions during the Class Period based on Defendant's internal records.

Months worked by Class Members in the position entitled Manager or Kitchen Manager during the Class Period have been determined by CHEESECAKE, based on its internal records. You have the right to dispute the number of months worked by submitting a written challenge to the Settlement Administrator, no later than [Dispute Response Deadline], supported by documentation showing the number of months you believe you should have been credited with.

- You have been credited with [XX] months worked during the Class Period.
- Accordingly, your Individual Settlement Payment (prior to deductions for payroll taxes) has been estimated to be approximately [\$XXX].

Only Class Members who do not opt out of the Settlement as provided for below (defined as "Settlement Class Members"), will be entitled to receive a payment pursuant to the Settlement. If the conditions of the Settlement (as described in this Notice) are met, and if the Court grants final approval of the Settlement, then settlement checks will be mailed to Class Members. Settlement checks returned as undeliverable and Settlement checks remaining un-cashed for more than 180 days after issuance will be tendered the California State Controller to be held in the unclaimed property fund in your name.

Tax Matters. Settlement payments to Settlement Class Members shall be allocated as follows: 33⅓% of each Individual Settlement Payment shall be allocated to wages, 33⅓% to penalties and 33⅓% to interest.

The Administrator shall: (a) Pay the employee's side of payroll taxes from the wage portion of Individual Settlement Payments due each Settlement Class Member and pay the employer's side of pay roll taxes from funds separately paid by Defendant; (b) Report the wage portion of Individual Settlement Payment to the Internal Revenue Services and State tax authorities as wage income to the Settlement Class Member and to the extent required report the non-wage portion of the Gross Awards as 1099 income; and (c) provide W-2 and 1099 forms to each Settlement Class Member who is paid a settlement payment.

Other than as provided above, Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state, and/or local income or employment tax or any other withholdings, if any, on the payments described above. Settlement Class Members should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement. Neither Defendant nor Class Counsel offers tax advice regarding this Settlement.

Payments awarded to you will not form the basis for additional contributions to or benefits under any benefit plans, policies, or bonus programs that may exist and/or be offered to you through, by, or in conjunction with CHEESECAKE or any other Released Party. Additionally, the size of the payment received may vary depending on a number of factors including, but not limited to, the

number of Class Members who exclude themselves, the amount of payroll taxes deducted from the wage portion of the Individual Settlement Payment, and the amounts of Administrator expenses, attorney fees and costs, class representatives enhancements and LWDA payment approved by the Court.

Conditions of Settlement. This Settlement is conditioned upon the Court entering a non-appealed order and judgment at or following the Settlement Hearing finally approving the Settlement.

WHAT AM I RELEASING UNDER THE SETTLEMENT?

Upon the Effective Date as defined in the Settlement Agreement, all members of the Class who do not timely request exclusion fully release and discharge the Cheesecake Factory Restaurants, Inc., as well as and Defendant's past and present corporate parents, subsidiaries, employees, officers, directors, managing agents, shareholders, attorneys, guarantors, indemnitors, insurers, predecessors, successors, and assigns ("Released Parties"), from all known and unknown claims, demands, rights, liabilities, and causes of action that were or could have been asserted by the Class based on the existing allegations contained in the Complaint filed in the Action including, but not limited to, any claims for misclassification, failure to pay overtime, failure to pay minimum wages, failure to provide meal periods and/or meal premiums, failure to provide rest breaks and/or rest premiums, wage statement and payroll record claims under Labor Code Section 226, waiting time penalties for failure to pay all wages due upon employment/termination under Labor Code Sections 201, 202, and 203 and related claims under the California Unfair Competition Law, Business and Professions Code Section 17200 et seq., under the Private Attorneys General Act ("PAGA"), Labor Code Sections 2698 et seq. and under the relevant Wage Orders. The Released Claims are limited to all claims described above that could have been asserted by the Class based on the allegations in the Complaint during the Class Period.

WHAT DO I NEED TO DO TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT?

To receive your settlement check, you do not need to do anything. You will receive a settlement check unless you choose to exclude yourself by opting out. You must, however, notify the Administrator of any change in your name, mailing address, and/or telephone number. It is your responsibility to keep the Administrator informed of any such change, as your settlement check will be mailed to the address on file. Settlement checks which are undeliverable will be transmitted to the California State Controller to be held in the unclaimed property fund in the Settlement Class Member's name.

Once you receive your settlement check, you shall have one hundred eighty (180) calendar days after issuance by the Administrator to cash your check. If you do not cash your check within that period, your check will become void and a stop payment will be placed on the uncashed checks. Settlement checks that are not cashed within one hundred eighty (180) days of mailing will be transmitted to the California State Controller to be held in the unclaimed property fund in the Settlement Class Member's name.

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or “opt out.” **If you opt out, you will receive no money from the Settlement, and you will not be bound by its terms.** To opt out, you must submit a written request for exclusion to the Administrator at the following address: [Address]. To be valid, a written request for exclusion must: (1) must contain the name, address, and telephone number of the person requesting exclusion; (2) must be signed by the Class Member; and (3) must be returned to the Administrator [Address] on or before [Response Deadline].

If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement, and you will not release any of the Released Claims against the Released Parties. Class Counsel will not represent your interests if you validly exclude yourself. Class Members who exclude themselves may not object to the Settlement.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member (that is, Class Member who has not opted out from the Settlement) may object to the Settlement. Class Members may also (but are not required to) appear at the final hearing where the Court will make a final decision whether or not to approve the Settlement (“Final Approval Hearing”). The Final Approval Hearing is scheduled to take place on _____, in Department 7 of the Los Angeles County Superior Court, located at the address below. The hearing may be continued (moved to another date) without further notice to you.

If you wish to object, you may submit a Notice of Objection to the Settlement Administrator at the following address: [Address]. The Notice of Objection should include: (i) the objector’s full name, signature, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final Approval Hearing. A Class Member who wishes to object in this manner may submit his or her written objection to the Settlement Administrator no later than [Response Deadline]. Alternatively, Class Members who wish to object to the Settlement may appear at the Final Approval Hearing to raise their objections without submitting a Notice of Objection. Class Members who fail to make timely objections by either filing a Notice of Objection and/or by appearing at the final approval hearing will be deemed to have waived any objection and will be foreclosed from making objections to the Settlement (whether by appeal or otherwise).

The Court has concluded that the law firm listed under “CLASS COUNSEL” below is qualified to represent the Class Members. However, you have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Submitting an objection will not exclude you from the Settlement. If the Court grants final approval of the Settlement, you will still have the right to receive an Individual Settlement Payment and will be barred from pursuing the Released Claims. Do not submit both an objection and request for exclusion. If you submit both a request for exclusion and an objection, you will be excluded from the class and your objection will not be considered.

WHO ARE THE ATTORNEYS?

CLASS COUNSEL:

Larry W. Lee, Esq. SBN 228175
DIVERSITY LAW GROUP
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554
Email: lwlee@diversitylaw.com

Edward W. Choi, Esq. SBN 211334
Paul M. Yi, Esq. SBN 207867
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
edward.choi@choiandassociates.com

Thomas M. Lee, State Bar No. 210599
LEE LAW OFFICES, APLC
3435 Wilshire Blvd Suite 2400
Los Angeles, California 90010
Telephone: (213) 251-5533
Facsimile: (213) 251-5534
Email: leethomas.esq@gmail.com

DEFENDANT'S COUNSEL:

Arthur Chinski (SBN: 48945)
Michael J. Cereseto (SBN: 56711)
BUCHALTER NEMER
1000 Wilshire Blvd., Suite 1500
Los Angeles, CA 90017
Telephone: (213) 891-0700
Fax: (213) 896-0400

THE COURT:

SPRING STREET COURTHOUSE
312 North Spring Street
Los Angeles, CA 90012

FURTHER INFORMATION

The foregoing is only a summary of the Settlement. The Settlement, pleadings, and all other records of this litigation may be examined and copied any time during regular office hours in the Clerk's Office of the Los Angeles County Superior Court listed above as "THE COURT." If you have any questions about the Settlement, you can contact the Administrator at Phoenix Class Action Administration Solutions [Info]. You may also obtain more information on the following website: [Web Address]

**PLEASE DO NOT TELEPHONE THE COURT,
DEFENDANT, OR DEFENDANT'S COUNSEL
REGARDING THIS NOTICE. THE COURT IS NOT ABLE
TO PROVIDE ANY INFORMATION OR ADVICE
REGARDING THIS NOTICE.**

EXHIBIT 2

1 Edward W. Choi, Esq. SBN 211334
Paul M. Yi, Esq. SBN 207867
2 LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
3 Los Angeles, CA 90071
Telephone: (213) 381-1515
4 Facsimile: (213) 465-4885

5 Attorneys for Plaintiff and the Class

6 Arthur Chinski (SBN: 48945)
Michael J. Cereseto (SBN: 56711)
7 BUCHALTER NEMER
1000 Wilshire Blvd., Suite 1500
8 Los Angeles, CA 90017
Telephone: (213) 891-0700
9 Fax: (213) 896-0400
mcereseto@buchalter.com

10 Attorneys for Defendant
11 THE CHEESECAKE FACTORY RESTAURANTS, INC.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ELNORA T. TAGALOGON, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

THE CHEESECAKE FACTORY
RESTAURANTS, INC.,
a California Corporation,
and DOES 1 through 100, inclusive,

Defendants.

CASE NO. BC603620

*Assigned for All Purposes to Honorable Amy
D. Hogue in Department 7*

**[PROPOSED] AMENDED ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

DATE: March 25, 2020
TIME: 11:00 a.m.
DEPT.: 7

1 The Motion for Preliminary Approval of the Parties' Amended Joint Stipulation of Class
2 Action Settlement and Release came before this Court, on March 25, 2020. The Court, having
3 considered the Motion, and all supporting legal authorities and documents, and good cause
4 appearing, HEREBY ORDERS THE FOLLOWING:

5 **1. Preliminary Approval.** The Court grants preliminary approval of the Settlement
6 and finds the terms to be within the range of reasonableness of a settlement that ultimately could
7 be granted approval by the Court at the final Fairness Hearing.

8 **2. Certification.** For purposes of the settlement, the Court finds that the proposed
9 settlement class is ascertainable and that there is a sufficiently well-defined community of interest
10 among the Class in questions of law and fact. Therefore, for settlement purposes only, the Court
11 grants conditional certification of the following Settlement Class defined as follows:

12 The approximately 235 employees of Defendant employed in the job
13 positions entitled "kitchen manager" or "Manager" who worked for
14 Defendant in California during period December 10, 2011 through
15 (date of preliminary approval order) and who because of their dates
of employment and/or position have been identified by Defendant as
Kitchen Managers or Managers who did not sign arbitration
agreement containing a class waiver position.

16 **3. Class Representatives.** For settlement purposes only, the Court designates named
17 Plaintiff Elnora T. Tagalogon as Class Representative.

18 **4. Class Counsel.** For settlement purposes only, the Court designates the law firm of
19 Diversity Law Group, P.C., Law Offices of Choi & Associates and the Lee Offices, APC as Class
20 Counsel.

21 **5. Administrator.** The Court confirms Phoenix Class Action Administration
22 Solutions as the Administrator.

23 **6. Notice Packets.** The Court approves, as to form and content, the proposed Notice
24 Packets and directs their mailing in accordance with the terms of the Settlement. The Court finds
25 that the forms of notice to the Settlement Class regarding the pendency of the action and of this
26 Settlement, and the methods of giving notice to members of the Settlement Class, are adequate.
27 The form and methods constitute the best notice practicable under the circumstances and constitute
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1 valid, due, and sufficient notice to all members of the Settlement Class. They comply fully with the
2 requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
4 and other applicable law.

5 **7. Final Fairness Hearing.** A final fairness hearing on the question of whether the
6 proposed Settlement should be finally approved as fair, reasonable, and adequate as to the members
7 of the Settlement Class is scheduled in Department 7 in the above referenced Court on
8 _____ [date], at _____ [time]. The Fairness Hearing and related prior deadlines
9 set forth above may, from time to time and without further notice to the Settlement Class (except
10 those who have filed timely and valid objections), be continued or adjourned by Order of the Court.

11 **8. Deadlines.** The Court approves the deadlines set forth in the Settlement and orders
12 the Parties to effectuate the terms of the Settlement within those deadlines.

13 **9. Participation, Requests for Exclusions, and Objections.** The Court further
14 approves the procedures set forth in the Settlement for Class Members to participate in, opt out of,
15 or object to the Settlement.

16 **10. Stay of Proceedings.** Pending the Fairness Hearing, all proceedings in this action,
17 other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement
18 and this Order, are stayed.

19 **11. Effectuate Settlement.** Counsel for the parties are hereby authorized to utilize all
20 reasonable procedures in connection with the administration of the settlement which are not
21 materially inconsistent with either this Order or the terms of the Settlement Agreement.

22 **12. Additional Claims.** To facilitate administration of the Settlement pending final
23 approval, effective upon mailing of the Notice Packets, the Court hereby enjoins all Class Members
24 from filing or prosecuting any claims, suits or administrative proceedings regarding claims released
25 by the Settlement unless and until such Class Members have submitted valid requests for exclusion
26 with the Administrator.

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13. Unclaimed Funds. Pursuant to amended California Code of Civil Procedure Section 384, the Court determines that it is in the best interest of class members who do not receive their pro rata share of the Settlement to have their share of the settlement escheat to the unpaid property fund administrated by the California State Controller’s Office, or if the class member no longer resides in California in accordance with the escheat laws of the state involved.

IT IS SO ORDERED.

Dated: _____
Honorable Amy D. Hogue
Los Angeles Superior Court Judge

EXHIBIT 3

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5 Attorneys for Plaintiff and the Class

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10 Attorneys for Defendant
11 THE CHEESECAKE FACTORY RESTAURANTS, INC.

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF LOS ANGELES**
15

16 ELNORA T. TAGALOGON, as an individual
and on behalf of all others similarly situated,

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18 vs.

19 THE CHEESECAKE FACTORY
20 RESTAURANTS, INC.,
a California Corporation,
21 and DOES 1 through 100, inclusive,

22 Defendants.
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CASE NO. BC603620

*Assigned for All Purposes to Honorable Amy
Hogue in Department 7*

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

DATE: _____ 2020

TIME: _____

DEPT.: 7

1 **[PROPOSED] ORDER GRANTING**

2 **FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

3 In August, 2019, Plaintiff Elnora Tagalogan (“Plaintiff”), on the one hand, and Defendant
4 The Cheesecake Factory Restaurants, Inc. (“Defendant”), on the other hand, entered into a Joint
5 Stipulation of Class Action Settlement and Release.¹

6 Motion for Preliminary Approval

7 In September, 2019, the Plaintiff filed a Motion for Preliminary Approval of Class Action
8 Settlement. After a hearing on January 8, 2020, the Court granted preliminary approval of the
9 Settlement. The Court conditionally certified the following class for settlement purposes only:

10 The approximately 235 employees of Defendant employed in the
11 job positions entitled “kitchen manager” or “Manager” who worked
12 for Defendant in California during period December 10, 2011
13 through (date of preliminary approval order) and who because of
14 their dates of employment and/or position have been identified by
15 Defendant as Kitchen Managers or Managers who did not sign
16 arbitration agreement containing a class waiver position.

17 The Court appointed Diversity Law Group, P.C., Law Office of Choi & Associates and
18 Lee Offices, APC Class Counsel., Plaintiff as Class Representative, and Phoenix Class Action
19 Administrative Solutions. as the Administrator. The Court also granted approval of the notice
20 procedures to be used for the Settlement.

21 Motion for Final Approval

22 Thereafter, on _____, Plaintiff filed an unopposed Motion for Final Approval of
23 Class Action Settlement and Attorney’s Fees. The Court heard the Final Approval Motion on
24 _____.

25 The Court, having considered all documents submitted in connection with preliminary and
26 final approval of the Settlement and all oral arguments presented by counsel for the Parties, and
27 with good cause appearing, finds and orders as follows:

28 **IT IS HEREBY FINALLY ORDERED, ADJUDGED, AND DECREED THAT:**

¹ The Joint Stipulation is attached as Exhibit A to the Declaration of _____ in Support of the Parties’ Motion for Preliminary Approval. Capitalized terms in this Order shall have the same meanings as in the Joint Stipulation unless indicated otherwise.

1 **1. Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and
2 over all Parties to the Action, including all Class Members.

3 **2. Fair, Reasonable, and Adequate.** The Settlement is approved and the Parties
4 shall consummate the Settlement according to its terms. The Settlement was entered into in good
5 faith; it is fair, reasonable, and adequate; and it satisfies the standards and applicable requirements
6 for final approval under California law, including the provisions of California Code of Civil
7 Procedure section 382 and California Rules of Court, Rule 3.769, and Labor Code
8 Section 2699(1)(2).

9 **3. Class Certification.** The Settlement Class is properly certified as a class for
10 settlement purposes only.

11 **4. Incorporation.** The Settlement is incorporated herein and has the full force and
12 effect of an Order of this Court.

13 **5. Notice to Class Members.** Notice was provided to the Settlement Class in
14 compliance with the Settlement, California Code of Civil Procedure section 382, California Civil
15 Code section 1781, due process, California Rules of Court 3.766 and 3.769, the California and
16 United States Constitutions, and any other applicable law, and constitutes the best notice
17 practicable under the circumstances. The Notice: (i) fully and accurately informed Settlement
18 Class Members about the lawsuit and settlement; (ii) provided sufficient information so that
19 Settlement Class Members were able to decide whether to accept the benefits offered, opt out and
20 pursue their own remedies, or object to the proposed settlement; (iii) provided procedures for
21 Settlement Class members to file written objections to the proposed settlement; and (iv) provided
22 the final fairness hearing's time, date, and location. The Notice fully satisfied the requirements of
23 due process.

24 **6. Objections.** _____ Class Members have objected to the terms of the
25 Settlement.

26 **7. Exclusions.** _____ Class Members, have timely requested exclusion
27 from the Settlement and are, thus, excluded and not bound by the Settlement or this Order.

28 **8. Class Counsel Fee.** Class Counsel Fee in the amount of _____ is approved.

1 **9. Class Counsel and Defendant's Costs.** Class Counsel Costs in the amount of
2 _____ are approved.

3 **10. Class Representative Enhancement Awards.** Class Representative Enhancement
4 Award in the amount of _____ to Elnora Tagalogon is approved.

5 **11. Administrator Costs.** Administrator Costs in the amount of _____ to
6 Administrator are approved.

7 **12. PAGA Allocation and Settlement.** The PAGA Allocation in the amount of
8 \$10,000 is approved. A payment in the amount of \$7,500 to the California Labor and Workforce
9 Development Agency is approved. This amount represents a fair and equitable sum for resolution
10 of representative claims raised pursuant to Labor Code § 2698, et seq. and the Settlement of these
11 claims is approved.

12 **13. Individual Settlement Payments.** The methodology used to calculate and pay
13 each Settlement Class Member's Individual Settlement Payment is fair and reasonable and,
14 therefore, approved. The Administrator is authorized to distribute the Individual Settlement
15 Payments to Settlement Class Members in accordance with the terms of the Settlement.

16 **14. Res Judicata and Collateral Estoppel and Permanent Injunction.** This order
17 and the judgment constitute a final judgment for purposes of res judicata and collateral estoppel.
18 With the exception of Class Members who have timely submitted valid requests for exclusion, the
19 Court hereby permanently enjoins all Class Members from filing or prosecuting any claims, suits
20 or administrative proceedings regarding the claims released by the Settlement.

21 **15. Unclaimed Funds.** Pursuant to the newly amended provisions California Code of
22 Civil Procedure Section 384, the Court determines that it is in the best interest of Settlement Class
23 Members who do not receive their pro rata share of the settlement to have their share of the
24 settlement sent to the California State Controllers Office for deposit in the unclaimed property
25 fund in such Settlement Class Members names. The estimated Net Settlement Fund payable to
26 Settlement Class Members is _____. The parties shall file a report with the Court by
27 _____ indicating the amount actually paid to (negotiated by) the Settlement Class
28 Members. Upon receipt of this report, the Court will amend this Final Approval Order directing

1 the Administrator to pay the unpaid amount, plus any interest, to the California State Controllers
2 Office.

3 **16. Retain Jurisdiction.** Subject to confirmation by the Court shall retain continuing
4 jurisdiction over the Action, and over all matters pertaining to the implementation, enforcement,
5 administration, and interpretation of the terms of the Agreement and this Order. Except as
6 provided to the contrary herein, any disputes or controversies arising out of or with respect to
7 interpretation, enforcement, or implementation of the Settlement shall be presented by motion to
8 the Court for resolution.

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IT IS SO ORDERED.

Dated: _____

Los Angeles Superior Court Judge

EXHIBIT 4

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10 Attorneys for Defendant
11 THE CHEESECAKE FACTORY RESTAURANTS, INC.

12
13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
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21 and DOES 1 through 100, inclusive,

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CASE NO. BC603620

Assigned for All Purposes to Honorable Amy Hogue in Department 7

**[PROPOSED] JUDGMENT APPROVING
CLASS ACTION SETTLEMENT AND
APPROVING PAGA SETTLEMENT**

DATE: _____ 2020
TIME: _____
DEPT.: 7

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JUDGMENT

The Court has finally approved the class action Settlement and approving the PAGA Settlement in this action. A copy of the Court’s Order Granting Final Approval of Class Action Settlement is attached hereto as Exhibit “A” and incorporated hereon by this reference.

Judgment in accordance with the Court’s Order is to be entered.

The Clerk of the Court is hereby ordered to enter this Judgment.

Dated: _____

JUDGE OF THE LOS ANGELES SUPERIOR COURT