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8 ANTHONY SIKES, and all others similarly situated  
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9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF SOLANO**  
12 **(UNLIMITED JURISDICTION)**

13 ANTHONY SIKES, on behalf of himself and all  
14 others similarly situated, and as “aggrieved  
15 employees” on behalf of other “aggrieved  
16 employees” under the Labor Code Private  
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 WING DHABA, INC., a California corporation;  
20 2 SINGHS HAVE WINGS, INC., a California  
corporation; DAD'S SAPNA INC., a California  
21 corporation; PKA CORPORATION, a  
California corporation; WINGS FOR 2 SINGHS  
22 INC, a California corporation; BIKRAMJIT  
SINGH RANDHAWA, an individual; and  
23 DOES 1–50, inclusive,

24 *Defendant(s).*  
25  
26  
27

Case No. FCS054490

**CLASS ACTION AND PAGA  
SETTLEMENT AGREEMENT AND  
CLASS NOTICE**

Action filed: March 05, 2020  
Dept: 3, The Honorable Stephen  
Gizzi

1                                   **ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)**

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12       ANTHONY SIKES, and all others similarly situated

13                                   **ATTORNEYS FOR DEFENDANT(S)**

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23       Attorneys for Defendant(s),  
24       WING DHABA, INC., 2 SINGHS HAVE WINGS, INC., DAD'S SAPNA INC., PKA  
25       CORPORATION, WINGS FOR 2 SINGHS INC, and BIKRAMJIT SINGH RANDHAWA  
26  
27  
28

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and  
2 between plaintiff Anthony Sikes (“Plaintiff”) and defendants Wing Dhaba, Inc., 2 Singhs Have  
3 Wings, Inc., Dad's Sapna Inc., PKA Corporation, Wings For 2 Singhs INC, and Bikramjit Singh  
4 Randhawa (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants  
5 collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against  
8 Wing Dhaba, Inc., 2 Singhs Have Wings, Inc., Dad’s Sapna Inc., PKA Corporation, Wings For 2  
9 Singhs INC, and Bikramjit Singh Randhawa captioned “Anthony Sikes, on behalf of himself, and  
10 all others similarly situated, and as an ‘aggrieved employee’ on behalf of other ‘aggrieved  
11 employees’ under the Labor Code Private Attorneys General Act of 2004, *Plaintiff(s)*, vs.  
12 defendants Wing Dhaba, Inc., 2 Singhs Have Wings, Inc., Dad’s Sapna Inc., PKA Corporation,  
13 Wings For 2 Singhs, Inc. , and Bikramjit Singh Randhawa; and DOES 1 through 50, inclusive,  
14 *Defendant(s)*,” Case No. FCS054490 initiated on March 05, 2020 by complaint against Wing  
15 Dhaba, Inc. and on March 9, 2022 by third amended complaint adding 2 Singhs Have Wings,  
16 Inc., Dad's Sapna, Inc., PKA Corporation, Wings for 2 Singhs, Inc. and Bikramjit Singh  
17 Randhawa, which is pending in Superior Court of the State of California, County of Solano.

18 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the  
19 Parties have agreed to appoint to administer the Settlement.

20 1.3. “Administration Expenses Payment” means the amount the Administrator will be  
21 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in  
22 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection  
23 with Preliminary Approval of the Settlement.

24 1.4. “Aggrieved Employee” means all current and former hourly, non-exempt employees  
25 employed by Defendants in California at any time from February 5, 2019 through the preliminary  
26 approval order date or 120 days from the execution of the Memorandum of Understanding,  
27 whichever is earlier.

28 1.5. “Class” means all current and former persons employed by Defendants in  
California and classified as hourly, non-exempt who worked for Defendants at any time from  
March 5, 2016 through the preliminary approval order date or 120 days from the execution of the

Memorandum of Understanding, whichever is earlier, during the Class Period.

1.6. “Class Counsel” means David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group as counsel for the Settlement Class for all purposes in the Action.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, as approved by the Court in the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Pay Periods and PAGA Pay Periods.

1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from March 5, 2016 through the date of entry of the preliminary approval order or 120 days from the execution of the Memorandum of Settlement, whichever is earlier.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as the Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Solano.

1.16. “Defendants” means named Defendants Wing Dhaba, Inc., 2 Singhs Have Wings, Inc., Dad’s Sapna Inc., PKA Corporation, Wings For 2 Singhs, Inc. , and Bikramjit Singh

1 Randhawa.

2 1.17. “Defense Counsel” means Steven H. Bovarnick of Leland, Parachini, Steinberg,  
3 Matzger & Melnick LLP.

4 1.18. “Effective Date” means the date by when both of the following have occurred: (a)  
5 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the  
6 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no  
7 Participating Class Member objects to the Settlement , the day the Court enters Judgment; (b) if  
8 one or more Participating Class Members objects to the Settlement , the day after the deadline for  
9 filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed,  
10 the day after the appellate court affirms the Judgment and issues a remittitur.

11 1.19. “Final Approval” means the Court’s order granting final approval of the  
12 Settlement.

13 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final  
14 Approval of the Settlement.

15 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final  
16 Approval of the Settlement.

17 1.22. “Gross Settlement Amount” means \$2,000,000.00 which is the total amount  
18 Defendants agree to pay on an all-in and non-reversionary basis, inclusive of all amounts to be paid  
19 to Class Members, attorney fees, costs, enhancement award to the named Plaintiff, PAGA penalties  
20 to both the California Labor and Workforce Development Agency (“LWDA”) and allegedly  
21 aggrieved employees, and Settlement Administration expenses, and under no circumstances will  
22 Defendants’ settlement payment exceed the Gross Settlement Amount. Defendants will pay the  
23 Gross Settlement Amount in multiple installments as set forth in Paragraph 4 below.

24 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata  
25 share of the Net Settlement Amount calculated according to the number of Pay Periods worked  
26 during the Class Period.

27 1.24. “Individual PAGA payment” means the Aggrieved Employee’s pro rata share of  
28 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the  
PAGA Period.

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

1 1.26. “LWDA” means the California Labor and Workforce Development Agency, the  
2 agency entitled, under Labor Code section 2699, subd. (i).

3 1.27. “LWDA PAGA payment” means the 75% of the PAGA Penalties paid to the  
4 LWDA under Labor Code section 2699, subd. (i).

5 1.28. “Memorandum of Understanding” means the settlement agreement signed by  
6 Plaintiff, Class Counsel, Defendants and Defense Counsel on December 15, 2022.

7 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following  
8 payments in the amounts approved by the Court: Individual PAGA payments, the LWDA PAGA  
9 payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel  
10 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be  
11 paid to Participating Class Members as Individual Class Payments.

12 1.30. “Non-Participating Class Member” means any Class Member who opts out of the  
13 Settlement by sending the Administrator a valid and timely Request for Exclusion.

14 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee  
15 worked for Defendants for at least one day during the PAGA Period.

16 1.32. “PAGA Period” means the period from February 5, 2019 to the date of preliminary  
17 approval of this Settlement.

18 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, et seq.).

19 1.34. “PAGA Notice” means Plaintiff’s February 5, 2020 letter to Defendant Wing  
20 Dhaba, Inc. and LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

21 1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from  
22 the Gross Settlement Amount, \$100,000.00, allocated 25% to the Aggrieved Employees  
23 (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.

24 1.36. “Participating Class Member” means a Class Member who does not submit a valid  
25 and timely Request for Exclusion from the Settlement.

26 1.37. “Plaintiff” means Anthony Sikes, the named plaintiff in the Action.

27 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval  
28 of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary  
Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described in

Paragraph 6.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.42. “Released Parties” means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment as embodied in the Memorandum of Understanding executed by the Parties on December 15, 2022.

## **2. RECITALS.**

2.1. On March 5, 2020, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant Wing Dhaba, Inc. for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, a representative cause of for civil penalties under PAGA and related claims. On May 18, 2020, Plaintiff filed a First Amended Complaint against Defendant Wing Dhaba, Inc.. On August 11, 2020, Plaintiff filed a Second Amended Complaint to include the PAGA Notice, Exhibit A, that Plaintiff had inadvertently omitted from the complaint filed on March 5, 2020 and First Amended Complaint filed on May 18, 2020. On March 9, 2022, Plaintiff filed a Third Amended Complaint alleging the same causes of action against Wing Dhaba, Inc. and adding the remaining Defendants, 2 Singhs Have Wings, Inc., Dad’s Sapna, Inc. PKA Corporation, Wings for 2 Singhs, Inc. and Bikramjit Singh Randhawa. The Third Amended Complaint is the operative complaint in the

1 Action (the “Operative Complaint”). Defendants deny the allegations in the Complaint, First  
2 Amended Complaint, Second Amended Complaint and the Operative Complaint, deny any failure  
3 to comply with the laws identified in the Complaint, First Amended Complaint, Second Amended  
4 Complaint and Operative Complaint and deny any and all liability or wrongdoing of any kind for  
5 the causes of action alleged and further deny that, for any purpose other than settling the Action,  
6 this action is or would be appropriate for representative treatment. Defendants maintain, among  
7 other things, that they have complied with California law in all aspects, and continue to do so.  
8 Nothing in the Memorandum of Understanding, settlement negotiations, approval of settlement  
9 orders related to settlement or any other aspect of the settlement shall be construed or deemed as  
10 an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants, with  
11 this settlement made in the interest of compromise and resolution of disputed claims.

12 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written  
13 notice to Defendants and the LWDA by sending the PAGA Notice.

14 2.3. On November 18, 2021, January 7, 2022, July 13, 2022, November 21, 2022, on  
15 December 14, 2022, the Parties participated in mediation sessions presided over by Mr. Jeffrey  
16 Owensby Esq. of Judicate West which led to this Agreement to settle the Action.

17 2.4. Prior to and during the mediation sessions, Plaintiff obtained, through informal  
18 discovery, the number of comparable employees, sample time records, payroll records, financial  
19 records, and related information. The Parties also jointly engaged an outside analyst to examine  
20 the records and to issue a report thereon. Plaintiff’s investigation was sufficient to satisfy the  
21 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4<sup>th</sup> 1794,  
22 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4<sup>th</sup> 116, 129-130  
23 (“*Dunk/Kullar*”).

24 2.5. The Court has not granted class certification.

25 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware  
26 of any other pending matter or action asserting claims that will be extinguished or affected by the  
27 Settlement.

### 28 **3. MONETARY TERMS.**

3.1. Gross Settlement Amount. Defendants agree to pay a total of \$2,000,000.00  
inclusive of all amounts to be paid to Class Members, attorney fees, costs, enhancement award to



1 the named Plaintiff, PAGA penalties to both the California Labor and Workforce Development  
2 Agency (“LWDA”) and allegedly aggrieved employees and Settlement Administration expenses.  
3 Under no circumstances will Defendants’ settlement payment exceed the Gross Settlement  
4 Amount. Notwithstanding the foregoing, Defendants’ share of any employer payroll taxes to be  
5 paid in connection with the Settlement (e.g. FICA, FUTA, payroll taxes and/or similar tax or  
6 charge – collectively “Employer Taxes” shall be paid by Defendants in addition to the Gross  
7 Settlement Amount owed on the Wage Portions of the Individual Class Payments. Defendants  
8 have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the  
9 deadlines stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire  
10 Gross Settlement Amount without asking or requiring Participating Class Members to submit a  
11 claim form as a condition of receipt of their individual settlement. None of the Gross Settlement  
12 Amount will revert to Defendants. The expiration date on the settlement checks will be one  
13 hundred and eighty (180) days from the date the settlement checks are issued. The Administrator  
14 will pay those funds represented by uncashed checks to the California Unclaimed Property Fund  
15 in the name of the class members concerned.

16 3.2. Payments from the Gross Settlement Amount. The Administrator will make and  
17 deduct the following payments from the Gross Settlement Amount, in the amounts specified by  
18 the Court in the Final Approval:

19 3.2.1. To Plaintiff: Class Representative Service Payment to the Class  
20 Representative, subject to approval by the Court, not to exceed \$30,000.00 (in addition to any  
21 Individual Class Payment and any Individual PAGA payment the Class Representative is entitled  
22 to receive as a Participating Class Member). Defendants shall not oppose any enhancement award  
23 to Plaintiff as a Class Representative Service Payment up to \$30,000.00. As part of the motion for  
24 Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court  
25 approval for the Class Representative Service Payment no later than 16 court days prior to the  
26 Final Approval Hearing. If the Court approves a Class Representative Service Payment in less  
27 than the amount requested, the Administrator shall add the remainder to the Net Settlement  
28 Amount. The Administrator will report the Class Representative Service Payment on IRS Form  
1099. Plaintiff assumes full responsibility and liability for all taxes owed on the Class  
Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of up to Thirty-Three

1 and One-Third (33 and 1/3%) on the Gross Settlement Amount, which is estimated to be  
2 \$666,666.66, subject to approval of the Court, and a Class Counsel Litigation Expenses Payment  
3 as actually and reasonably incurred by Class Counsel not to exceed Twenty-Five Thousand  
4 Dollars (\$25,000.00), subject to approval of the Court. Defendants shall not oppose requests for  
5 these payments provided that they do not exceed these amounts and with respect to the Class  
6 Counsel Litigation Expenses Payment, the costs were actually and reasonably incurred by Class  
7 Counsel. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and  
8 Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval  
9 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation  
10 Expenses Payment less than the amounts requested, the Administrator will add the remainder to  
11 the Net Settlement Amount. The Court-approved attorney fees and costs of suit are part of, and  
12 to be deducted from, the Gross Settlement Amount. Released Parties shall have no liability to  
13 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class  
14 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator  
15 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more  
16 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the  
17 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and will hold  
18 Defendants harmless with respect thereto, and will indemnify, defend and hold Defendants  
19 harmless, from any dispute or controversy regarding any division or sharing of any of these  
20 Payments.

21 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed  
22 \$17,000.00 except for a showing of good cause and as approved by the Court. To the extent the  
23 Administration Expenses are less or the Court approves payment less than \$17,000.00, the  
24 Administrator will retain the remainder in the Net Settlement Amount.

25 3.2.4. To Each Participating Class Member: An Individual Class Payment will  
26 be calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number  
27 of Pay Periods worked by all Participating Class Members during the Class Period and (b)  
28 multiplying the result by each Participating Class Member's Pay Periods.

3.2.4.1. Tax Allocation of Individual Class Payments. 33.33% of  
each Participating Class Member's Individual Class Payment will be allocated as payment for  
alleged wages (the "Wage Portion"). The Wage Portions are subject to tax withholding and will

1 be reported on an IRS W-2 Form. 33.33% as alleged unpaid interest and 33.33% as alleged unpaid  
2 civil and statutory penalties (the “Non-Wage Portion”). The Non-Wage Portion is not subject to  
3 tax withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume  
4 full responsibility and liability for any employee taxes owed on their Individual Class Payment.

5 3.2.5. Effect of Non-Participating Class Members on Calculation of  
6 Individual Class Payments. Non-Participating Class Members will not receive any Individual  
7 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments  
8 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

9 3.2.6. To the LWDA and Aggrieved Employees: PAGA Penalties in the  
10 amount of \$100,000.00 to be paid from the Gross Settlement Amount, with 75% (\$75,000.00)  
11 allocated to the LWDA PAGA payment and 25% (\$25,000.00) allocated to the Individual PAGA  
12 payments.

13 3.2.6.1. The Administrator will calculate each Individual PAGA payment  
14 by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties  
15 \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees  
16 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA  
17 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes  
18 owed on their Individual PAGA payment.

19 3.2.6.2. If the Court approves PAGA Penalties of less than the amount  
20 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The  
21 Administrator will report the Individual PAGA payments on IRS 1099 Forms.

#### 22 **4. SETTLEMENT FUNDING AND PAYMENTS.**

23 4.1. Class Pay Periods and Aggrieved Employee Pay Periods. Based on a review of  
24 its records to date, Defendants estimate there are 2822 Class Members who collectively worked  
25 a total of 22,948 Pay Periods, and 1605 Aggrieved Employees who worked a total of 17,500  
26 PAGA Pay Periods.

27 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval  
28 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in  
the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the  
Administrator must maintain the Class Data in confidence, use the Class Data only for purposes

1 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator  
2 employees who need access to the Class Data to effect and perform under this Agreement.  
3 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the  
4 Class Data omitted class member identifying information and to provide corrected or updated  
5 Class Data as soon as reasonably feasible. Without any extension of the deadline by which  
6 Defendants must send the Class Data to the Administrator, the Parties and their counsel will  
7 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related  
8 to missing or omitted Class Data.

8 4.3. Funding of Gross Settlement Amount. The Gross Settlement Amount shall be  
9 paid by Defendants in multiple installment payments, and also pay the amount necessary to pay  
10 Defendants' share of employer payroll taxes by transmitting the funds to the Administrator as  
11 follows:

12 4.3.1. (1) Within thirty (30) calendar days of the Effective Date, Defendants shall  
13 pay the amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00)  
14 of the Gross Settlement Amount ("First Payment"). (2) Defendants shall pay the amount of Fifty  
15 Thousand Dollars and No Cents (\$50,000.00) no later than the first anniversary of the First  
16 Payment. (3) Thereafter, Defendants shall pay Fifty Thousand Dollars and No Cents (\$50,000.00)  
17 every 180 days thereafter until the Gross Settlement Amount is paid in full ("Installment  
18 Payments").

19 4.3.2. In the event that the financial condition of Defendants is such that they are  
20 unable to make any payment after the First Payment when due, fifteen (15) days before the due  
21 date of such subsequent payment, counsel for Defendants will notify counsel for Plaintiff and  
22 discuss extension of the due date, and if no agreement is reached, the parties will contact Jeff  
23 Owensby to mediate and resolve the issue. Defendants will cover Mr. Owensby's fees for such  
24 services.

25 4.4. Distributions from the Installment Payments toward the Gross Settlement  
26 Amount. There will be multiple distributions of the Gross Settlement Amount as follows:

27 4.4.1. **First Distribution.** Within fourteen (14) calendar days of the Effective  
28 Date, or within ten (10) calendar days of the deadline for the First Payment (whichever is later),  
the Settlement Administrator shall distribute, *pro rata*, the portion of the Gross Settlement  
Amount Defendants paid by that date, including *pro rata* portions of the Individual Class

1 Payments, Individual PAGA Payments, LWDA PAGA payment, Class Representative Service  
2 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and  
3 the Administrator's expenses.

4 4.4.2. **Second Distribution.** Within ten (10) calendar days of the final  
5 Installment Payment, the Settlement Administrator shall distribute, *pro rata*, the portion of the  
6 Gross Settlement Amount Defendants paid since the first distribution, including *pro rata* portions  
7 of the Individual Class Payments, Individual PAGA Payments, LWDA PAGA payment, Class  
8 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
9 Expenses Payment, and the Administrator's expenses.

10 4.4.3. The Administrator will issue checks for the Individual Class Payments  
11 and/or Individual PAGA payments and send them to the Class Members via First Class U.S. Mail,  
12 postage prepaid. The face of each check shall prominently state the date (not less than 180 days  
13 after the date of mailing) when the check will be voided. The Administrator will cancel all checks  
14 not cashed by the void date. The Administrator will send checks for Individual Settlement  
15 Payments to all Participating Class Members (including those for whom Class Notice was  
16 returned undelivered). The Administrator will send checks for Individual PAGA payments to all  
17 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved  
18 Employees (including those for whom Class Notice was returned undelivered). The  
19 Administrator may send Participating Class Members a single check combining the Individual  
20 Class Payment and the Individual PAGA payment. Before mailing any checks, the Administrator  
21 must update the recipients' mailing addresses using the National Change of Address Database.

22 4.4.4. The Administrator must conduct a Class Member Address Search for all  
23 other Class Members whose checks are returned undelivered without USPS forwarding address.  
24 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS  
25 forwarding address provided or to an address ascertained through the Class Member Address  
26 Search. The Administrator need not take further steps to deliver checks to Class Members whose  
27 re-mailed checks are returned as undelivered. The Administrator shall promptly send a  
28 replacement check to any Class Member whose original check was lost or misplaced, requested  
by the Class Member prior to the void date.

4.4.5. For any Class Member whose Individual Class Payment check or  
Individual PAGA payment check is uncashed and cancelled after the void date, the Administrator

1 shall transmit the funds represented by such checks to the California Controller's Unclaimed  
2 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to  
3 the requirements of California Code of Civil Procedure Section 384, subd. (b).

4 4.4.6. The payment of Individual Class Payments and Individual PAGA  
5 payments shall not obligate Defendants to confer any additional benefits or make any additional  
6 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in  
7 this Agreement.

8 **5. [OMITTED]**

9 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire  
10 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the  
11 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims  
12 against all Released Parties as follows:

13 6.1 Plaintiff's Releases. Plaintiff and his respective former and present spouses,  
14 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release  
15 and discharge Released Parties from all claims, transactions, or occurrences that occurred during  
16 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have  
17 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims  
18 that were, or reasonably could have been, alleged based on facts contained in the Operative  
19 Complaint, Plaintiff's PAGA Notices, or ascertained during the Action and released under 6.2,  
20 below. ("Plaintiff's Releases.") Plaintiff's Releases do not extend to any claims or actions to  
21 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability  
22 benefits, social security benefits, workers' compensation benefits that arose at any time, or based  
23 on occurrences outside the Class Period. Plaintiff acknowledges that he may discover facts or  
24 law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be  
25 true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,  
26 notwithstanding such different or additional facts or his discovery of them.

27 6.1.1 Plaintiff's Waivers of Rights Under California Civil Code Section 1542.  
28 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,  
rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

1        **A general release does not extend to claims that the creditor or releasing party does**  
2        **not know or suspect to exist in his or her favor at the time of executing the release,**  
3        **and that if known by him or her would have materially affected his or her settlement**  
4        **with the debtor or Released Party.**

5            6.2        Release by Participating Class Members Who Are Not Aggrieved Employees:

6        All Participating Class Members, on behalf of themselves and their respective former and present  
7        representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
8        Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the  
9        Class Period facts stated in the Operative Complaint and ascertained in the course of the Action  
10       including, failure to pay wages, failure to provide meal periods, failure to authorize and permit  
11       rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to  
12       maintain required payroll records, and related allegations. Except as set forth in Section 6.3 of  
13       this Agreement, Participating Class Members do not release any other claims, including claims  
14       for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
15       unemployment insurance, disability, social security, workers' compensation, or claims based on  
16       facts occurring outside the Class Period.

16           6.3        Release by Non-Participating Class Members Who Are Aggrieved Employees:

17       All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on  
18       behalf of themselves and their respective former and present representatives, agents, attorneys,  
19       heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA  
20       penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period  
21       facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the  
22       Action including, failure to pay wages, failure to provide meal periods, failure to authorize and  
23       permit rest periods, failure to issue proper wage statements, failure to timely pay wages, failure  
24       to maintain required payroll records, and related claims.

24       **7.       MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and  
25       file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with  
26       the Court's current checklist for Preliminary Approvals.

27           7.1        Defendants' Declaration in Support of Preliminary Approval. Within 15 days of

1 the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a  
2 signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any  
3 actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their  
4 Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other  
5 pending matter or action asserting claims that will be extinguished or adversely affected by the  
Settlement.

6       7.2     Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel  
7 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,  
8 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis  
9 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under  
10 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval  
11 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration  
12 from the Administrator attaching its “not to exceed” bid for administering the Settlement and  
13 attesting to its willingness to serve; competency; operative procedures for protecting the security  
14 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other  
15 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;  
16 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense  
17 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve  
18 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,  
19 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its  
20 competency to represent the Class Members; its timely transmission to the LWDA of all necessary  
21 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative  
22 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,  
23 subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to  
24 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or  
25 potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.  
In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware  
of any other pending matter or action asserting claims that will be extinguished or adversely  
affected by the Settlement.

26       7.3     Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly  
27 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later



1 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the  
2 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion  
3 for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary  
4 Approval to the Administrator.

5 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion  
6 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
7 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person  
8 or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
9 Preliminary Approval or conditions Preliminary Approval on any material change to this  
10 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of  
11 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
12 otherwise satisfy the Court's concerns.

## 12 **8. SETTLEMENT ADMINISTRATION.**

13 8.1 Selection of Administrator. The Parties have jointly selected Administrator to  
14 serve as the Administrator and verified that, as a condition of appointment, Administrator agrees  
15 to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this  
16 Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel  
17 represent that they have no interest or relationship, financial or otherwise, with the Administrator  
18 other than a professional relationship arising out of prior experiences administering settlements.

19 8.2 Employer Identification Number. The Administrator shall have and use its own  
20 Employer Identification Number for purposes of calculating payroll tax withholdings and  
21 providing reports state and federal tax authorities.

22 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund  
23 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury  
24 Regulation section 468B-1.

### 25 8.4 Notice to Class Members.

26 8.4.1 No later than three (3) business days after receipt of the Class Data, the  
27 Administrator shall notify Class Counsel that the list has been received and state the number of  
28 Class Members, PAGA Members, Pay Periods, and Pay Periods in the Class Data.

8.4.2 Using best efforts to perform as soon as possible, and in no event later than

1 14 days after receiving the Class Data, the Administrator will send to all Class Members identified  
2 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice  
3 with Spanish translation, if applicable substantially in the form attached to this Agreement as  
4 **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any  
5 Individual Class Payment and/or Individual PAGA payment payable to the Class Member, and the  
6 number of Pay Periods and PAGA Pay Periods (if applicable) used to calculate these amounts. Before  
7 mailing Class Notices, the Administrator shall update Class Member addresses using the National  
Change of Address database.

8 8.4.3 Not later than 3 business days after the Administrator’s receipt of any Class  
9 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice  
10 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding  
11 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class  
12 Notice to the most current address obtained. The Administrator has no obligation to make further  
13 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the  
USPS a second time.

14 8.4.4 The deadlines for Class Members’ written objections, Challenges to Pay  
15 Periods and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days  
16 beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is  
17 re-mailed. The Administrator will inform the Class Member of the extended deadline with the  
re-mailed Class Notice.

18 8.4.5 If the Administrator, any of the Defendants or Class Counsel is contacted  
19 by or otherwise discovers any persons who believe they should have been included in the Class  
20 Data and should have received Class Notice, the Parties will expeditiously meet and confer in  
21 person or by telephone, and in good faith in an effort to agree on whether to include them as Class  
22 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as  
23 other Class Members, and the Administrator will send, via email or overnight delivery, a Class  
24 Notice requiring them to exercise options under this Agreement not later than 14 days after receipt  
of Class Notice, or the deadline dates in the Class Notice, which ever are later.

25 8.5 Requests for Exclusion (Opt-Outs).

26 8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class  
27 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for

1 Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional  
2 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
3 from a Class Member or his representative that reasonably communicates the Class Member's  
4 election to be excluded from the Settlement and includes the Class Member's name, address and  
5 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
6 emailed, or postmarked by the Response Deadline.

7 8.5.2 The Administrator may not reject a Request for Exclusion as invalid  
8 because it fails to contain all the information specified in the Class Notice. The Administrator  
9 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the  
10 identity of the person as a Class Member and the Class Member's desire to be excluded. The  
11 Administrator's determination shall be final and not appealable or otherwise susceptible to  
12 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,  
13 the Administrator may demand additional proof of the Class Member's identity. The  
14 Administrator's determination of authenticity shall be final and not appealable or otherwise  
15 susceptible to challenge.

16 8.5.3 Every Class Member who does not submit a timely and valid Request for  
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all  
18 benefits and bound by all terms and conditions of the Settlement, including the Participating Class  
19 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the  
20 Participating Class Member actually receives the Class Notice or objects to the Settlement.

21 8.5.4 Every Class Member who submits a valid and timely Request for  
22 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment  
23 or have the right to object to the class action components of the Settlement. Because future PAGA  
24 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class  
25 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph  
26 6.4 of this Agreement and are eligible for an Individual PAGA payment.

27 8.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days  
28 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members  
whose Class Notice is re-mailed) to challenge the number of Class Pay Periods and PAGA Pay  
Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may  
challenge the allocation by communicating with the Administrator via fax, email or mail. The

1 Administrator must encourage the challenging Class Member to submit supporting  
2 documentation. In the absence of any contrary documentation, the Administrator is entitled to  
3 presume that the Pay Periods contained in the Class Notice are correct so long as they are  
4 consistent with the Class Data. The Administrator's determination of each Class Member's  
5 allocation of Pay Periods and/or Pay Periods shall be final and not appealable or otherwise  
6 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to  
7 calculation of Pay Periods and/or Pay Periods to Defense Counsel and Class Counsel and the  
8 Administrator's determination the challenges.

8.7 Objections to Settlement.

9 8.7.1 Only Participating Class Members may object to the class action  
10 components of the Settlement and/or this Agreement, including contesting the fairness of the  
11 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel  
12 Litigation Expenses Payment and/or Class Representative Service Payment.

13 8.7.2 Participating Class Members may send written objections to the  
14 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear  
15 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval  
16 Hearing. A Participating Class Member who elects to send a written objection to the  
17 Administrator must do so not later than 60 days after the Administrator's mailing of the Class  
18 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

19 8.7.3 Non-Participating Class Members have no right to object to any of the class  
20 action components of the Settlement.

21 8.8 Administrator Duties. The Administrator has a duty to perform or observe all  
22 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

23 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will  
24 establish and maintain and use an internet website to post information of interest to Class  
25 Members including the date, time and location for the Final Approval Hearing and copies of the  
26 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class  
27 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class  
28 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final  
Approval and the Judgment. The Administrator will also maintain and monitor an email address  
and a toll-free telephone number to receive Class Member calls, faxes and emails.

1                   8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator  
2 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not  
3 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the  
4 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names  
5 and other identifying information of Class Members who have timely submitted valid Requests  
6 for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class  
7 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for  
8 Exclusion from Settlement submitted (whether valid or invalid).

9                   8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide  
10 written reports to Class Counsel and Defense Counsel that, among other things, tally the number  
11 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for  
12 Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods  
13 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments  
14 and Individual PAGA payments (“Weekly Report”). The Weekly Reports must include provide  
15 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all  
16 Requests for Exclusion and objections received.

17                   8.8.4 Pay Period Challenges. The Administrator has the authority to address and  
18 make final decisions consistent with the terms of this Agreement on all Class Member challenges  
19 over the calculation of Pay Periods and/or Pay Periods. The Administrator’s decision shall be  
20 final and not appealable or otherwise susceptible to challenge.

21                   8.8.5 Administrator’s Declaration. Not later than 14 days before the date by  
22 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the  
23 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable  
24 for filing in Court attesting to its due diligence and compliance with all of its obligations under  
25 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices  
26 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the  
27 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the  
28 number of written objections and attach the Exclusion List. The Administrator will supplement  
its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible  
for filing the Administrator’s declaration(s) in Court.

                  8.8.6 Final Report by Administrator. Within 10 days after the Administrator

1 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel  
2 and Defense Counsel with a final report detailing its disbursements by employee identification  
3 number only of all payments made under this Agreement. At least 15 days before any deadline  
4 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
5 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all  
6 payments required under this Agreement. Class Counsel is responsible for filing the  
7 Administrator's declaration in Court.

8 **9. CLASS SIZE ESTIMATES.** Based on its records, Defendants estimate that, as of the  
9 date of this Settlement Agreement, (1) there are 2,822 Class Members and 22,948 Total Pay  
10 Periods during the Class period and (2) there were 1,605 Aggrieved Employees who worked  
11 17,500 Pay Periods during the PAGA Period.

12 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for  
13 Exclusion identified in the Exclusion List that have been timely and validly filed to opt out of the  
14 Settlement exceeds 5.00% of the total of all Class Members prior to the date the Court enters final  
15 approval of the Settlement or if the Court fails to approve material terms of the settlement,  
16 including the scope of the release, Defendants have the right in their sole and exclusive discretion  
17 to terminate and withdraw from the Settlement. The Parties agree that, if Defendants terminate  
18 and withdraw from the Settlement, the Settlement shall be void ab initio, have no force or effect  
19 whatsoever, and that neither Party will have any further obligation to perform under this  
20 Agreement; provided, however, Defendants will remain responsible for paying all Settlement  
21 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the  
22 Court of its election to withdraw not later than 10 business days after the Administrator has  
23 notified Defendants of a 5% or greater opt-out rate or the Court's denial of the settlement with  
24 prejudice.

25 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared  
26 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement  
27 that includes a request for approval of the PAGA settlement under Labor Code section 2699,  
28 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for

Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

1           11.5     Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If  
2 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a  
3 material modification of this Agreement (including, but not limited to, the scope of release to be  
4 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
5 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
6 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
7 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
8 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
9 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
as long as the Gross Settlement Amount remains unchanged.

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

13  
14       **13.    ADDITIONAL PROVISIONS.**

15           13.1     No Admission of Liability, Class Certification or Representative Manageability  
16 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed  
17 claims. Nothing in this Agreement is intended or should be construed as an admission by  
18 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants  
19 have any liability for any claims asserted; nor should it be intended or construed as an admission  
20 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class  
21 certification and representative treatment is for purposes of this Settlement only. If, for any reason  
22 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants  
23 reserve the right to contest certification of any class for any reasons, and Defendants reserve all  
24 available defenses to the claims in the Action, and Plaintiff reserve the right to move for class  
25 certification on any grounds available and to contest Defendants' defenses. The Settlement, this  
26 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be  
admissible in connection with, any litigation (except for proceedings to enforce or effectuate the  
Settlement and this Agreement).

27           13.2     Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,



1 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval  
2 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or  
3 cause or permit another person to disclose, disseminate or publicize, any of the terms of the  
4 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,  
5 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,  
6 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;  
7 (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a  
8 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal  
9 government agency.

10 Each Party agrees to immediately notify each other Party of any judicial or agency  
11 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and  
12 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
13 communication, before the filing of the Motion for Preliminary Approval, any with third party  
14 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
15 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's  
16 communications with Class Members in accordance with Class Counsel's ethical obligations  
17 owed to Class Members.

18 13.3 No Solicitation. The Parties separately agree that they and their respective  
19 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,  
20 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class  
21 Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical  
22 obligations owed to Class Members.

23 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this  
24 Agreement together with its attached exhibits shall constitute the entire agreement between the  
25 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
26 covenants, or inducements made to or by any Party.

27 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant  
28 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all  
appropriate action required or permitted to be taken by such Parties pursuant to this Agreement  
to effectuate its terms, and to execute any other documents reasonably required to effectuate the  
terms of this Agreement including any amendments to this Agreement.

1           13.6    Cooperation. The Parties and their counsel will cooperate with each other and  
2 use their best efforts, in good faith, to implement the Settlement by, among other things,  
3 modifying the Settlement Agreement, submitting supplemental evidence and supplementing  
4 points and authorities as requested by the Court. In the event the Parties are unable to agree upon  
5 the form or content of any document necessary to implement the Settlement, or on any  
6 modification of the Agreement that may become necessary to implement the Settlement, the  
Parties will seek the assistance of a mediator and/or the Court for resolution.

7           13.7    No Prior Assignments. The Parties separately represent and warrant that they  
8 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
9 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
10 action, or right released and discharged by the Party in this Settlement.

11           13.8    No Tax Advice. Neither any Plaintiff, Class Counsel, Defendants nor Defense  
12 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this  
13 Settlement be relied upon as such within the meaning of United States Treasury Department  
Circular 230 (31 CFR Part 10, as amended) or otherwise.

14           13.9    Modification of Agreement. This Agreement, and all parts of it, may be  
15 amended, modified, changed, or waived only by an express written instrument signed by all  
16 Parties or their representatives, and approved by the Court.

17           13.10   Agreement Binding on Successors. This Agreement will be binding upon, and  
18 inure to the benefit of, the successors of each of the Parties.

19           13.11   Applicable Law. All terms and conditions of this Agreement and its exhibits will  
20 be governed by and interpreted according to the internal laws of the state of California, without  
regard to conflict of law principles.

21           13.12   Cooperation in Drafting. The Parties have cooperated in the drafting and  
22 preparation of this Agreement. This Agreement will not be construed against any Party on the  
basis that the Party was the drafter or participated in the drafting.

23           13.13   Confidentiality. To the extent permitted by law, all agreements made, and orders  
24 entered during Action and in this Agreement relating to the confidentiality of information shall  
25 survive the execution of this Agreement.

26           13.14   Use and Return of Class Data. Information provided to Class Counsel pursuant  
27 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class

1 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in  
2 connection with the Settlement, may be used only with respect to this Settlement, and no other  
3 purpose, and may not be used in any way that violates any existing contractual agreement, statute,  
4 or rule of court. Not later than 90 days after the date when the Court discharges the  
5 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement  
6 funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from  
7 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants  
8 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

9 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement  
10 is inserted for convenience of reference only and does not constitute a part of this Agreement.

11 13.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement  
12 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
13 weekend or federal legal holiday, such date or deadline shall be on the first business day  
14 thereafter.

15 13.17 Notice. All notices, demands or other communications between the Parties in  
16 connection with this Agreement will be in writing and deemed to have been duly given as of the  
17 third business day after mailing by United States mail, or the day sent by email or messenger,  
18 addressed as follows:

19 To Plaintiff:  
20 DAVID G. SPIVAK  
21 david@spivaklaw.com  
22 THE SPIVAK LAW FIRM  
23 8605 Santa Monica Bl  
24 PMB 42554  
25 West Hollywood, CA 90069  
26 Telephone: (213) 725-9094  
27 Facsimile: (213) 634-2485

28 WALTER L. HAINES  
walter@uelglaw.com  
UNITED EMPLOYEES LAW GROUP  
4276 Katella Ave  
Suite 301  
Los Alamitos, CA 90720  
Telephone: (562) 256-1047  
Facsimile: (562) 256-1006

To Defendants:  
Steven H. Bovarnick, Esq.  
Leland, Parachini, Steinberg, Matzger & Melnick LLP  
199 Fremont Street  
21st Floor  
San Francisco, CA 94105  
SBovarnick@lpslaw.com

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

13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: 03 / 09 / 2023


By:   
ANTHONY SIKES

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Bikram Singh Randhawa  
CEO for Wing Dhaba, Inc., 2 Singhs  
Have Wings, Inc., Dad's Sapna Inc.,  
PKA Corporation, Wings For 2 Singhs  
Inc., and as an individual

THE SPIVAK LAW FIRM

Dated: 03 / 09 / 2023

By:   
DAVID G. SPIVAK, Attorneys for  
Plaintiff, ANTHONY SIKES, and all  
others similarly situated

To Defendants:  
Steven H. Bovarnick, Esq.  
Leland, Parachini, Steinberg, Matzger & Melnick LLP  
199 Fremont Street  
21st Floor  
San Francisco, CA 94105  
SBovarnick@lpslaw.com


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Dated: \_\_\_\_\_

By: \_\_\_\_\_  
ANTHONY SIKES

Dated: 3/14/23

By:   
Bikram Singh Randhawa  
CEO for Wing Dhaba, Inc., 2 Singhs  
Have Wings, Inc., Dad's Sapna Inc.,  
PKA Corporation, Wings For 2 Singhs  
Inc., and as an individual

THE SPIVAK LAW FIRM


Dated: \_\_\_\_\_

By: \_\_\_\_\_  
DAVID G. SPIVAK, Attorneys for  
Plaintiff, ANTHONY SIKES, and all  
others similarly situated

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UNITED EMPLOYEES LAW GROUP

Dated: March 8, 2023

By:   
WALTER L. HAINES, Attorneys for  
Plaintiff, ANTHONY SIKES, and all  
others similarly situated

LELAND, PARACHINI, STEINBERG,  
MATZGER & MELNICK LLP

Dated:

By:   
STEVEN H. BOVARNICK, Attorneys  
for Defendants, Wing Dhaba, Inc., 2  
Singhs Have Wings, Inc., Dad's Sapna  
Inc., PKA Corporation, Wings For 2  
Singhs Inc., and Bikramjit Singh  
Randhawa

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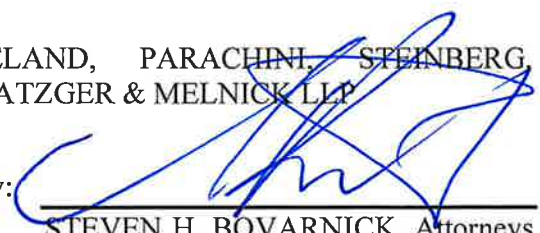
UNITED EMPLOYEES LAW GROUP

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
WALTER L. HAINES, Attorneys for  
Plaintiff, ANTHONY SIKES, and all  
others similarly situated

LELAND, PARACHINI, ~~STEINBERG~~  
MATZGER & MELNICK LLP

Dated: 3/14/23

By:  \_\_\_\_\_  
STEVEN H. BOVARNICK, Attorneys  
for Defendants, Wing Dhaba, Inc., 2  
Singhs Have Wings, Inc., Dad's Sapna  
Inc., PKA Corporation, Wings For 2  
Singhs Inc., and Bikramjit Singh  
Randhawa

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# EXHIBIT A



1     **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**  
2     **DATE FOR FINAL COURT APPROVAL**

3     (Anthony Sikes on behalf of himself and all others similarly situated, etc v. Wing Dhaba, Inc., 2  
4     Singhs Have Wings, Inc., Dad's Sapna, Inc., PKA Corporation, Wings For 2 Singhs, Inc.,  
5     Bikramjit Singh Randhawa, Solano County Superior Court case number FCS054490)

6     ***The Superior Court for the State of California authorized this Notice. Read it carefully!***  
7     ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

8     **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Wing Dhaba, Inc., 2 Singhs Have Wings, Inc., Dad’s Sapna Inc., PKA Corporation, Wings For 2 Singhs Inc., and Bikramjit Singh Randhawa (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by a former Wing Dhaba, Inc. employee, Anthony Sikes (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendants during the Class Period (March 5, 2016 to the date of preliminary approval of this Settlement); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendants during the PAGA Period (February 15, 2019 to the date of preliminary approval of this Settlement) (“Aggrieved Employees”).

13     The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

16     Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_ (less withholding) and your Individual PAGA payment is estimated to be \$\_\_\_**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA payment, then according to Defendants’ records you are not eligible for an Individual PAGA payment under the Settlement because you didn’t work during the PAGA Period.)

20     The above estimates are based on Defendants’ records showing that **you worked \_\_\_ Pay Periods** during the Class Period and **you worked \_\_\_ Pay Periods** during the PAGA Period. If you believe that you worked more Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

23     The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and his attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.**

#### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>You Don't Have to Do Anything to Participate in the Settlement</b>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
<b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.
<b>The Opt-out Deadline is</b> <hr/>	You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

1	<b>Participating Class</b>	All Class Members who do not opt-out (“Participating Class
2	<b>Members Can Object to</b>	Members”) can object to any aspect of the proposed Settlement. The
3	<b>the Class Settlement but</b>	Court’s decision whether to finally approve the Settlement will
4	<b>not the PAGA</b>	include a determination of how much will be paid to Class Counsel
5	<b>Settlement</b>	and Plaintiff who pursued the Action on behalf of the Class. You are
6		not personally responsible for any payments to Class Counsel or
7	<b>Written Objections</b>	Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces
8	<b>Must be Submitted by</b>	the overall amount paid to Participating Class Members. You can
9		object to the amounts requested by Class Counsel or Plaintiff if you
10		think they are unreasonable. See Section 7 of this Notice.
11	<b>You Can Participate in</b>	The Court’s Final Approval Hearing is scheduled to take place on
12	<b>the _____ Final</b>	____. You don’t have to attend but you do have the right to appear
13	<b>Approval Hearing</b>	(or hire an attorney to appear on your behalf at your own cost), in
14		person, by telephone or by using the Court’s virtual appearance
15		platform. Participating Class Members can verbally object to the
16		Settlement at the Final Approval Hearing. See Section 8 of this
17		Notice.
18	<b>You Can Challenge the</b>	The amount of your Individual Class Payment and LWDA PAGA
19	<b>Calculation of Your Pay</b>	payment (if any) depend on how many Pay Periods you worked at
20	<b>Period / Pay Periods</b>	least one day during the Class Period and how many Pay Periods you
21		worked at least one day during the PAGA Period, respectively. The
22	<b>Written Challenges</b>	number Class Period Pay Periods and number of PAGA Period Pay
23	<b>Must be Submitted by</b>	Periods you worked according to Defendants’ records is stated on
24		the first page of this Notice. If you disagree with either of these
25		numbers, you must challenge it by _____. See Section 4 of
26		this Notice.

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David G. Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits.

1 In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to  
2 resolve the Action by negotiating an end to the case by agreement (settle the case) rather than  
3 continuing the expensive and time-consuming process of litigation. The negotiations were  
4 successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to  
5 jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff  
6 and Defendants have negotiated a proposed Settlement that is subject to the Court's Final  
7 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By  
8 agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

9 Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they  
10 believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount  
11 considering the strength of the claims and the risks and uncertainties of continued litigation; and  
12 (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court  
13 preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this  
14 Notice, and scheduled a hearing to determine Final Approval.

15 If the number of valid Requests for Exclusion that have been timely and validly filed to opt out  
16 of the Settlement exceeds 5.00% of the total of all Class Members prior to the date the Court  
17 enters approval of the Settlement or if the Court fails to approve material terms of the settlement,  
18 including the scope of the release, Defendants have the right in their sole and exclusive discretion  
19 to terminate and withdraw from the Settlement.

### 20 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

21 1. Defendants Will Pay a total of \$2,000,000.00 as the Gross Settlement Amount  
22 (Gross Settlement), inclusive of all amounts to be paid to Class Members, attorney fees, costs,  
23 enhancement award to the named Plaintiff, PAGA penalties to both the California Labor and  
24 Workforce Development Agency ("LWDA") and allegedly agreed employees and Settlement  
25 Administration expenses. Under no circumstances will Defendants' settlement payment exceed  
26 the Gross Settlement. Notwithstanding the foregoing, Defendants' share of any employer payroll  
27 taxes and/or similar tax or charge – collectively "Employer Taxes" shall be paid by Defendants  
28 in addition to the Gross Settlement owed on the Wage Portions of the Individual Class Payments.  
29 Defendants have agreed to deposit the Gross Settlement into an account controlled by the  
30 Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the  
31 Individual Class Payments, Individual PAGA payments, Class Representative Service Payment,  
32 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be  
33 paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the  
34 Court grants Final Approval, Defendants will begin to fund the Gross Settlement as follows:  
35 Within thirty (30) calendar days of the Effective Date, Defendants shall pay the amount of One  
36 Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) of the Gross Settlement  
37 Amount ("First Payment"). Defendants shall pay the amount of Fifty Thousand Dollars and No  
38 Cents (\$50,000.00) no later than the first anniversary of the First Payment and Fifty Thousand  
39 Dollars and No Cents (\$50,000.00) every 180 days Beginning within 365 days of the First  
40 Payment deadline, Defendants shall \$50,000.00 every 180 days thereafter until the Gross

1 Settlement Amount is paid in full. (“Installment Payments”). The Administrator will make  
2 distributions as follows:

3 **First Distribution.** Within fourteen (14) calendar days of the Effective Date, or  
4 within ten (10) calendar days of the deadline for the First Payment (whichever is later), the  
5 Settlement Administrator shall distribute, *pro rata*, the portion of the Gross Settlement Amount  
6 Defendants paid by that date, including *pro rata* portions of the Individual Class Payments,  
Individual PAGA Payments, LWDA PAGA payment, Class Representative Service Payment,  
the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the  
Administrator’s expenses.

7 **Second Distribution.** Within ten (10) calendar days of the final Installment  
8 Payment, the Settlement Administrator shall distribute, *pro rata*, the portion of the Gross  
9 Settlement Amount Defendants paid since the first distribution, including *pro rata* portions of  
10 the Individual Class Payments, Individual PAGA Payments, LWDA PAGA payment, Class  
Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
Expenses Payment, and the Administrator’s expenses.

11 2. In the event that the financial condition of Defendants is such that they are unable  
12 to make any payment *after* the First Payment when due, fifteen (15) days before the due date of  
13 such subsequent payment, counsel for Defendants will notify counsel for Plaintiff and discuss  
14 extension of the due date, and if no agreement is reached, the parties will contact mediator Jeffrey  
Owensby to mediate and resolve the issue. Defendants will cover Mr. Owensby’s fees for such  
services.

15 3. Disbursements of the pro rata portions of the Class Counsel Fees Payment, the  
16 Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall  
17 not precede disbursement of pro rata portions of the Individual Class Payments and Individual  
PAGA payments.

18 4. The Judgment will be final on the date the Court enters Judgment, or a later date  
19 if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

20 5. Court Approved Deductions from Gross Settlement. At the Final Approval  
21 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions  
22 from the Gross Settlement, the amounts of which will be decided by the Court at the Final  
Approval Hearing:

23 A. Up to \$666,666.00 (33.33%) of the Gross Settlement to Class Counsel for  
24 attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have  
worked and incurred expenses on the Action without payment.

25 B. Up to \$30,000.00 as a Class Representative Award to Plaintiff for filing  
26 the Action, working with Class Counsel and representing the Class. A Class Representative  
27 Award will be the only monies Plaintiff will receive other than his Individual Class Payment and  
any Individual PAGA payment.

1 C. Up to \$17,000.00 to the Administrator for services administering the  
2 Settlement.

3 D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA  
4 PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on  
5 their PAGA Period Pay Periods.

6 Participating Class Members have the right to object to any of these deductions. The Court  
7 will consider all objections.

8 6. Net Settlement Distributed to Class Members. After making the above deductions  
9 in amounts approved by the Court, the Administrator will distribute the rest of the Gross  
10 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class  
11 Members based on their Class Period Pay Periods.

12 7. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking  
13 the Court to approve an allocation of 33.33% of each Individual Class Payment to alleged taxable  
14 wages (“Wage Portion”), 33.33% to alleged unpaid interest and 33.33% to alleged unpaid civil  
15 and statutory penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and  
16 will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they  
17 owe on the Wage Portion. The Individual PAGA payments are counted as penalties rather than  
18 wages for tax purposes. The Administrator will report the Individual PAGA payments and the  
19 Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

20 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving  
21 you any advice on whether your Payments are taxable or how much you might owe in taxes. You  
22 are responsible for paying all taxes (including penalties and interest on back taxes) on any  
23 Payments received from the proposed Settlement. You should consult a tax advisor if you have  
24 any questions about the tax consequences of the proposed Settlement.

25 8. Need to Promptly Cash Payment Checks. The front of every check issued for  
26 Individual Class Payments and Individual PAGA payments will show the date when the check  
27 expires (the void date). If you don’t cash it by the void date, your check will be automatically  
28 cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property  
Fund in your name.

If the monies represented by your check is sent to the Controller’s Unclaimed Property  
Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

9. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated  
as a Participating Class Member, participating fully in the Class Settlement, unless you notify the  
Administrator in writing, not later than sixty (60) days from the date the Settlement Administrator  
mails notice to you that you wish to opt-out. The easiest way to notify the Administrator is to  
send a written and signed Request for Exclusion by the \_\_\_ Response Deadline. The Request for  
Exclusion should be a letter from a Class Member or his representative setting forth a Class

1 Member's name, present address, telephone number, and a simple statement electing to be  
2 excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members)  
3 will not receive Individual Class Payments, but will preserve their rights to personally pursue  
4 wage and hour claims against Defendants.

4 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude  
5 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for  
6 Individual PAGA payments and are required to give up their right to assert PAGA claims against  
7 Defendants based on the PAGA Period facts alleged in the Action.

7 10. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is  
8 possible the Court will decline to grant Final Approval of the Settlement or decline enter a  
9 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff  
10 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not  
11 pay any money and Class Members will not release any claims against Defendants.

10 11. Administrator. The Court has appointed a neutral company, Phoenix Settlement  
11 Administrators (the "Administrator") to send this Notice, calculate and make payments, and  
12 process Class Members' Requests for Exclusion. The Administrator will also decide Class  
13 Member Challenges over Pay Periods, mail and re- mail settlement checks and tax forms, and  
14 perform other tasks necessary to administer the Settlement. The Administrator's contact  
15 information is contained in Section 9 of this Notice.

14 12. Participating Class Members' Release. After the Judgment is final and Defendants  
15 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),  
16 Participating Class Members will be legally barred from asserting any of the claims released under  
17 the Settlement. This means that unless you opted out by validly excluding yourself from the Class  
18 Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or  
19 related entities for wages based on the Class Period facts and PAGA penalties based on PAGA  
20 Period facts, as alleged in the Action and resolved by this Settlement.

19 The Participating Class Members will be bound by the following release:

20 All Participating Class Members, on behalf of themselves and their respective former and  
21 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,  
22 release Released Parties from (i) all claims that were alleged, or reasonably could have  
23 been alleged, based on the Class Period facts stated in the Operative Complaint and  
24 ascertained in the course of the Action including failure to pay wages, failure to provide  
25 meal periods, failure to authorize and permit rest periods, failure to issue proper wage  
26 statements, failure to timely pay wages, failure to maintain required payroll records, and  
27 related allegations. Except as set forth in Section 6.3 of the Settlement Agreement,  
28 Participating Class Members do not release any other claims, including claims for vested  
benefits, wrongful termination, violation of the Fair Employment and Housing Act,  
unemployment insurance, disability, social security, workers' compensation, or claims  
based on facts occurring outside the Class Period.

1           13.     Aggrieved Employees' PAGA Release. After the Court's judgment is final, and  
2 Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes),  
3 all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether  
4 or not they exclude themselves from the Settlement. This means that all Aggrieved Employees,  
5 including those who are Participating Class Members and those who opt-out of the Class  
Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against  
Defendants or their related entities based on the PAGA Period facts alleged in the Action and  
resolved by this Settlement.

6           The Aggrieved Employees' Releases for Participating and Non-Participating Class  
7 Members are as follows:

8           All Participating and Non-Participating Class Members who are Aggrieved Employees  
9 are deemed to release, on behalf of themselves and their respective former and present  
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released  
11 Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been  
12 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice  
and ascertained in the course of the Action including failure to pay wages, failure to provide meal  
periods, failure to authorize and permit rest periods, failure to issue proper wage statements,  
failure to timely pay wages, failure to maintain required payroll records, and related allegations.

#### 13       **4.       HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

14           1.     Individual Class Payments. The Administrator will calculate Individual Class  
15 Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked  
16 by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods  
worked by each individual Participating Class Member.

17           2.     Individual PAGA Payments. The Administrator will calculate Individual PAGA  
18 Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all  
19 Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods  
worked by each individual Aggrieved Employee.

20           3.     Pay Period Challenges. The number of Class Pay Periods you worked during the  
21 Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as  
22 recorded in Defendants' records, are stated in the first page of this Notice. You have until \_\_\_\_ to  
23 challenge the number of Pay Periods and/or Pay Periods credited to you. You can submit your  
challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of  
this Notice has the Administrator's contact information.

24           You need to support your challenge by sending copies of pay stubs or other records. The  
25 Administrator will accept Defendants' calculation of Pay Periods and/or Pay Periods based on  
26 Defendants' records as accurate unless you send copies of records containing contrary  
27 information. You should send copies rather than originals because the documents will not be  
returned to you. The Administrator will resolve Pay Period challenges based on your submission  
and on input from Class Counsel (who will advocate on behalf of Participating Class Members)



1 and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise  
2 challenge its final decision.

### 3 **5. HOW WILL I GET PAID?**

4 As describe above, there will be multiple distributions of the Gross Settlement Amount.

5 1. Participating Class Members. After the First Payment and after the final  
6 Instalment Payment by Defendants, the Administrator will send, by U.S. mail, a pro rata check to  
7 every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those  
8 who also qualify as Aggrieved Employees. The single check will combine the Individual Class  
9 Payment and the Individual PAGA Payment.

10 2. Non-Participating Class Members. After the First Payment and after the final  
11 Instalment Payment by Defendants, the Administrator will send, by U.S. mail, a pro rata  
12 Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class  
13 Settlement (i.e., every Non-Participating Class Member).

14 **Your checks will be sent to the same address as this Notice. If you change your  
15 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has  
16 the Administrator's contact information.**

### 17 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

18 Submit a written and signed letter with your name, present address, telephone number,  
19 and a simple statement that you do not want to participate in the Settlement. The Administrator  
20 will exclude you based on any writing communicating your request be excluded. Be sure to  
21 personally sign your request, identify the Action as *Anthony Sikes vs. Wing Dhaba, Inc.*, Solano  
22 County Superior Court Case No. FCS054490, and include your identifying information (full name,  
23 address, telephone number, approximate dates of employment, and social security number for  
24 verification purposes). You must make the request yourself. If someone else makes the request  
25 for you, it will not be valid. **The Administrator must be sent your request to be excluded by  
26 \_\_\_, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.


### 27 **7. HOW DO I OBJECT TO THE SETTLEMENT?**

28 Only Participating Class Members have the right to object to the Settlement. Before deciding  
whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to  
approve. At least \_\_\_ days before the \_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiff  
will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons  
why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service  
Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation  
expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.  
Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)  
will send you copies of these documents at no cost to you. You can also view them on the  
Administrator's Website ([url](#)) or the Court's website ([url](#)).

1 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for  
2 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to  
3 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class  
4 Counsel or Plaintiff is too high or too low. **The deadline for sending written objections to the**  
5 **Administrator is \_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and  
6 any facts that support your objection. Make sure you identify the Action, *Anthony Sikes, et al. vs.*  
7 *Wing Dhaba, Inc.*, Solano County Superior Court case no. FCS054490, and include your name,  
8 current address, telephone number, and approximate dates of employment for Defendants and  
9 sign the objection. Section 9 of this Notice has the Administrator's contact information.

10 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at  
11 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready  
12 to tell the Court what you object to, why you object, and any facts that support your objection.  
13 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval  
14 Hearing.

#### 15 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

16 You can, but don't have to, attend the Final Approval Hearing on \_\_\_\_ at (time) in Department 3  
17 of the Solano County Superior Court, located at the Old Solano Courthouse, 580 Texas St.,  
18 Fairfield, California 94533, the Honorable Judge Stephen Gizzi presiding. At the Hearing, the  
19 judge will decide whether to grant Final Approval of the Settlement and how much of the Gross  
20 Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite  
21 comment from objectors, Class Counsel and Defense Counsel before making a decision. You can  
22 attend (or hire a lawyer to attend) either personally or virtually via  (https://www. \_\_\_\_). Check  
23 the Court's website for the most current information.

24 It's possible the Court will reschedule the Final Approval Hearing. You should check the  
25 Administrator's website \_\_\_\_ beforehand or contact Class Counsel to verify the date and time of  
26 the Final Approval Hearing.

#### 27 **9. HOW CAN I GET MORE INFORMATION?**

28 The Agreement sets forth everything Defendants and Plaintiff has promised to do under the  
proposed Settlement. The easiest way to read the Agreement, the Judgment or any other  
Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send  
an email to Class Counsel or the Administrator using the contact information listed below, or  
consult the Superior Court website by going to ([http://www. \\_\\_\\_\\_ .aspx](http://www. ____ .aspx)) and entering the Case  
Number for the Action, Case No. FCS054490. You can also make an appointment to personally  
review court documents in the Clerk's Office at the Solano Superior Court - Old Solano  
Courthouse by calling \_\_\_\_.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

Class Counsel:

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Suite 301  
Los Alamitos, CA 90720  
Telephone: (562) 256-1047  
Facsimile: (562) 256-1006

Administrator:

Name of Company: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.