

# EXHIBIT 1

1 **J. GILL LAW GROUP, P.C.**  
2 Jasmin K. Gill, Esq. (SBN 315090)  
3 515 South Flower Street, Suite 1800  
4 Los Angeles, California 90071  
5 Tel: (310) 728-2137

6 **BIBIYAN LAW GROUP, P.C.**  
7 David D. Bibiyan, Esq. (SBN 287811)  
8 Jeffrey D. Klein, Esq. (SBN 297296)  
9 8484 Wilshire Boulevard, Suite 500  
10 Beverly Hills, California 90211  
11 Tel: (310) 438-5555; Fax: (310) 300-1705

12 Attorneys for Plaintiff, PRIMITIVO PEREZ, an individual and on behalf all others  
13 similarly situated and aggrieved,

14 [Additional Counsel on next page]

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
16 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

17 PRIMITIVO PEREZ, an individual and on  
18 behalf of all others similarly situated and  
19 aggrieved,

20 Plaintiff,

21 v.

22 D&G RESTAURANTS, LLC, a California  
23 limited liability company, doing business as  
24 “Tavern House”; GREGG SOLOMON, an  
25 individual; and DOES 1 through 100, inclusive,

26 Defendants.

CASE NO.: 30-2021-01209638-CU-OE-  
CXC

[Assigned to the Hon. Peter Wilson in Dept.  
CX101]

**CLASS ACTION**

**FIRST AMENDED JOINT  
STIPULATION RE: CLASS ACTION  
AND REPRESENTATIVE ACTION  
SETTLEMENT**

Action Filed: July 9, 2021  
Trial Date: None Set

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Jared L. Bryan (SBN 220925)  
Peter J. Woo (SBN 306083)  
Vincent L. Chen (SBN 311883)  
JACKSON LEWIS P.C.  
200 Spectrum Center Drive, Suite 500  
Irvine, CA 92618  
Telephone: (949) 885-1360  
Facsimile: (949) 885-1380  
Email: [jared.bryan@jacksonlewis.com](mailto:jared.bryan@jacksonlewis.com)  
[peter.woo@jacksonlewis.com](mailto:peter.woo@jacksonlewis.com)  
[vincent.chen@jacksonlewis.com](mailto:vincent.chen@jacksonlewis.com)

Attorneys for Defendant  
D&G RESTAURANTS, LLC

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This First Amended Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff Primitivo Perez (“Plaintiff”), individually and on behalf of the Settlement Class, as defined below, on the one hand; and defendant D&G Restaurants, LLC, doing business as “Tavern House” (“D&G” or “Defendant”), on the other hand; in the lawsuit entitled *Perez v. D&G Restaurants, LLC, et al.*, filed in Orange County Superior Court, Case No. 30-2021-01209638-CU-OE-CXC (the “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties” and individually as a “Party”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

**1. DEFINITIONS**

- A.** “**Action**” means *Perez v. D&G Restaurants, LLC, et al.*, filed in Orange County Superior Court, Case No. 30-2021-01209638-CU-OE-CXC.
- B.** “**Aggrieved Employees**” means all other current and former workers as a non-exempt, hourly-paid employee employed by Defendant in California during the PAGA Period.
- C.** “**Class Counsel**” means: David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C. as well as Jasmin K. Gill of J. Gill Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”
- D.** “**Class Period**” means the period from July 9, 2017 through the date preliminary approval is granted.
- E.** “**Court**” means the Superior Court of the State of California for the County of Orange.
- F.** “**Class Notice**” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.
- G.** “**Defendant**” shall refer collectively to defendant D&G Restaurants, LLC, doing business as “Tavern House.”

1           **H. “Employer Taxes”** means employer-funded taxes and contributions imposed on  
2 the wage portions of the Individual Settlement Payments under the Federal Insurance  
3 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes  
4 and contributions required of employers, such as for unemployment insurance.

5           **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order  
6 granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an  
7 objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any appeals  
8 have been filed, the date on which they have been resolved or exhausted.

9           **J. “General Release”** means the general release of claims by Plaintiff, which is in  
10 addition to his limited release of claims as a Participating Class Member and Aggrieved  
11 Employee, neither of which include and both of which expressly exclude any release for any and  
12 all claims that may be brought, have been brought, or could have been brought by Plaintiff for  
13 wrongful termination, discrimination, retaliation, harassment, failure to prevent harassment or  
14 discrimination or under the Fair Employment and Housing Act, California Family Rights Act  
15 and/or any other applicable state or federal laws or any and all claims that may be brought, have  
16 been brought, or could have been brought by Plaintiff for wrongful termination,

17           **K. “Gross Settlement Amount”** means a non-reversionary fund in the sum of Two  
18 Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00),<sup>1</sup> which shall be paid by  
19 Defendant, and from which all payments for the Individual Settlement Payments to Participating  
20 Class Members, Individual PAGA Payments to Aggrieved Employees and the Court-approved  
21 amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel,  
22 Settlement Administration Costs, a Service Award to Plaintiff, and the LWDA Payment for  
23 resolution of Plaintiff’s cause of action for civil penalties under the Labor Code Private  
24 Attorneys’ General Act, codified at Labor Code Section 2698, *et seq.* (“PAGA”), interest and  
25 certain taxes shall be paid. It expressly excludes Employer Taxes, which shall be paid by  
26 Defendant separate and apart from the Gross Settlement Amount.

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<sup>1</sup> As the same may be increased in accordance with Paragraph 17.

1           **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of  
2 his or her share of the PAGA Payment.

3           **M. “Individual Settlement Payment”** means a payment to a Participating Class  
4 Member of his or her net share of the Net Settlement Amount, excluding any PAGA Payment to  
5 which he or she may be entitled if he or she is also an Aggrieved Employee.

6           **N. “Individual Settlement Share”** means the gross amount of the Net Settlement  
7 Amount that a Participating Class Member is projected to receive based on the number of  
8 Workweeks that he or she worked as a Settlement Class Member during the Class Period if he or  
9 she does not submit a timely and valid Request for Exclusion, excluding any PAGA Payment to  
10 which he or she may be entitled if he or she is also an Aggrieved Employee.

11           **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent  
12 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid  
13 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and  
14 Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties (“PAGA Payment”), of which  
15 Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the  
16 LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will remain a part of  
17 the Net Settlement Amount for payment to Aggrieved Employees on a *pro rata* basis, based on  
18 the pay periods worked for Defendant as a non-exempt, hourly-paid employee in California  
19 during the PAGA Period.

20           **P. “Net Settlement Amount”** means the portion of the Gross Settlement Amount  
21 that is available for distribution to Participating Class Members after deductions for the Court-  
22 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award  
23 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, and the  
24 LWDA Payment. It excludes the PAGA Payment.

25           **Q. “Operative Complaint or “Complaint”** means the First Amended Complaint  
26 that was filed with the Court on August 11, 2021, in *Perez v. D&G Restaurants, LLC, et al.*, filed  
27 in the Orange County Superior Court, Case No. 30-2021-01209638-CU-OE-CXC.

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1           **R.**     **“PAGA Payment”** is the \$5,000.00 payment payable to Aggrieved Employees  
2 in addition to their Individual Settlement Share if they do not opt out of the Settlement.

3           **S.**     **“PAGA Period”** means the period from May 18, 2020 through the date  
4 preliminary approval is granted .

5           **T.**     **“Participating Class Members”** means all Settlement Class Members who do  
6 not submit a timely and valid Request for Exclusion.

7           **U.**     **“Participating Individual Settlement Share”** means the gross amount of the Net  
8 Settlement Amount that a Participating Class Member is eligible to receive based on the number  
9 of Workweeks that he or she worked as a Settlement Class Member during the Class Period once  
10 all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she  
11 may be entitled if he or she is also an Aggrieved Employee.

12           **V.**     **“Parties”** shall refer to Plaintiff and Defendant collectively.

13           **W.**     **“Plaintiff”** shall refer to Plaintiff Primitivo Perez.

14           **X.**     **“Preliminary Approval Date”** means the date on which the Court enters an  
15 Order granting preliminary approval of the Settlement.

16           **Y.**     **“Released Parties”** shall mean Defendant D&G as well as each of D&G’s present  
17 and former respective affiliates, parents, subsidiaries, predecessors, successors, divisions, joint  
18 venturers and assigns, and each of these entities’ past or present directors, officers, employees,  
19 partners, members, principals, agents, insurers, shareholders, attorneys, and personal or legal  
20 representatives.

21           **Z.**     **“Response Deadline”** means the deadline for Settlement Class Members to mail  
22 any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator,  
23 which is sixty (60) calendar days from the date that the Class Notice is first mailed in English  
24 and Spanish by the Settlement Administrator, unless a Class Members’ notice is re-mailed. In  
25 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,  
26 or sixty (60) calendar days from the date of the initial mailing, whichever is later, in which to  
27 postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark  
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1 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or  
2 Workweek Dispute was submitted by the Response Deadline.

3 **AA. “Request for Exclusion”** means a written request to be excluded from the  
4 Settlement Class pursuant to Section 9.C below.

5 **BB. “Service Award”** means monetary amount to be paid to Plaintiff of up to Seven  
6 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) which, subject to Court approval,  
7 will be paid out of the Gross Settlement Amount.

8 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement  
9 Administrator in administration of the Settlement, including, but not limited to, translating the  
10 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English  
11 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and  
12 associated taxes and withholdings, providing declarations, generating Individual Settlement  
13 Payment checks and related tax reporting forms, doing administrative work related to unclaimed  
14 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’  
15 fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award, and  
16 to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections and  
17 related information, and any other actions of the Settlement Administrator as set forth in this  
18 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs  
19 are estimated not to exceed \$7,250. If the actual amount of the Settlement Administration Costs  
20 is less than \$7,250, the difference between \$7,250 and the actual Settlement Administration Costs  
21 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed  
22 \$7,250, then such excess will be paid solely from the Gross Settlement Amount and Defendant  
23 will not be responsible for paying any additional funds in order to pay these additional costs.

24 **DD. “Settlement Administrator”** means the Third-Party Administrator chosen to be  
25 responsible for the administration of the Settlement including, without limitation, translating the  
26 Class Notice in Spanish, the distribution of the Individual Settlement Payments to be made by  
27 Defendant from the Gross Settlement Amount and related matters under this Agreement.

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1           **EE.**    “**Settlement Class**”, “**Settlement Class Members**” or “**Class Members**” means  
2 all current and former non-exempt, hourly-paid employees who worked in California for  
3 Defendant at any time during the Class Period.

4           **FF.**    “**Workweek**” means the number of weeks that a Settlement Class Member was  
5 employed by Defendant in a non-exempt, hourly-paid position during the Class Period in  
6 California, based on hire dates, re-hire dates (as applicable) and termination dates (as applicable),  
7 in a non-exempt, hourly position during the Class Period.

8           **2.    BACKGROUND**

9           **A.**    On May 18, 2021, Plaintiff filed with the Labor and Workforce Development  
10 Agency (“LWDA”) and served on Defendant a notice under Labor Code section 2699.3 (the  
11 “PAGA Notice”) stating Plaintiff intended to serve as a proxy of the LWDA to recover civil  
12 penalties for Aggrieved Employees. The PAGA Notice includes violations of law pled in the  
13 Class Action, in addition to a request for penalties for failure to comply with Labor Code sections  
14 204, 246, 432, 1174, 1198.5, and 2810.5.

15           **B.**    On July 9, 2021, Plaintiff filed a putative wage-and-hour Class Action Complaint  
16 in the Superior Court of California for the County of Orange, Case Number 30-2021-01206938-  
17 CU-OE-CXC (the “Action”). Plaintiff alleged that during the Class Period, with respect to  
18 Plaintiff and the Settlement Class Members’, Defendant, *inter alia*, failed to pay overtime and  
19 minimum wages; failed to provide complaint meal and rest periods or compensation in lieu  
20 thereof; waiting time penalties; wage statement violations; violated Labor Code section 2802;  
21 failed to timely pay wages; and engaged in unfair competition based on the alleged Labor Code  
22 violations, which was amended to include Plaintiff’s representative allegations and claims for  
23 civil penalties under PAGA on August 11, 2021.

24           **C.**    Shortly after the filing of this Action, the Parties agreed to exchange informal  
25 discovery and attend an early mediation. Prior to mediation, Class Counsel was provided with,  
26 among other things: (1) the number of current and former hourly-paid, non-exempt employees  
27 of Defendant D&G working in California during the Class Period; (2) hire dates, separation dates  
28 (as applicable), and final rates of pay for the one-hundred ninety-two (192) Class Members

1 working for Defendant during the Class Period along with their job titles; (3) a sampling of time  
2 and payroll records for Class Members; (4) all relevant wage and hour policies in effect during  
3 the Class Period; (5) exemplars of all purported arbitration agreements and meal waivers; (6)  
4 class contact information for approximately 60% of former employees of Defendant in the Class  
5 Period pursuant to a protective order; and (7) Plaintiff's personnel file.

6 **D.** On April 26, 2022, the Parties participated in a mediation before Mark S. Rudy,  
7 Esq., a well-regarded mediator experienced in mediating complex civil disputes. With the aid of  
8 the mediator's evaluation, the Parties reached the Settlement to resolve the Action shortly after  
9 mediation.

10 **E.** Class Counsel has conducted significant investigation of the law and facts relating  
11 to the claims asserted in the Action and the PAGA Notice, and have concluded that that the  
12 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement  
13 Class, taking into account the sharply contested issues involved, the expense and time necessary  
14 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the  
15 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information  
16 learned through informal discovery regarding Plaintiff's allegations, Defendant's financial state,  
17 and the substantial benefits to be received by the Settlement Class Members.

18 **F.** Defendant has concluded that, because of the substantial expense of defending  
19 against the Action, the length of time necessary to resolve the issues presented herein, and the  
20 inconvenience involved, and the concomitant disruption to its business operations, it is in  
21 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the  
22 allegations and claims asserted against it in the Action. However, Defendant nevertheless desires  
23 to settle the Action for the purpose of avoiding the burden, expense and uncertainty of continuing  
24 litigation and for the purpose of putting to rest the controversies engendered by the Action.

25 **G.** This Agreement is intended to and does effectuate the full, final, and complete  
26 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all  
27 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California  
28 and Aggrieved Employees.

1       **3. JURISDICTION**

2           The Court has jurisdiction over the Parties and the subject matter of the Action. The  
3 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the  
4 applicable statutes. After the Court has granted Final Approval of the Settlement and entered  
5 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment  
6 pursuant to California Rule of Court, rule 3.769, subdivision (h).

7       **4. STIPULATION OF CLASS CERTIFICATION**

8           The Parties stipulate to the certification of the Settlement Class under this Agreement for  
9 purposes of settlement only.

10       **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

11           After full execution of this Agreement, Plaintiff will move for an order granting preliminary  
12 approval of the Settlement, approving and directing the mailing of the proposed Notice of Class  
13 Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the  
14 Settlement Class for settlement purposes only, and approving the deadlines proposed by the  
15 Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections. If  
16 and when the Court preliminarily approves the Settlement, and after administration of the Class  
17 Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move  
18 for an order finally approving the Settlement and seek entry of a Judgment in line with this  
19 Settlement.

20       **6. STATEMENT OF NO ADMISSION**

21           Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff,  
22 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted  
23 in the Action. This Agreement shall not be deemed an admission by Defendant of any claims or  
24 allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this  
25 Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails  
26 to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way  
27 any claims, rights or remedies, or defenses in the Action, and Defendant will not be deemed to  
28 have waived, limited, or affected in any way any of its objections or defenses in the Action. The

1 Parties shall be restored to their respective positions in the Action prior to the entry of this  
2 Settlement. The Court shall retain jurisdiction over the Parties to enforce the settlement until  
3 performance in full of the terms of the Settlement Agreement, in accordance with Code of Civil  
4 Procedure section 664.6.

5 **7. RELEASE OF CLAIMS**

6 **A. Release by All Participating Class Members.**

7 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
8 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross  
9 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and  
10 all Participating Class Members release the Released Parties of all claims against the Released  
11 Parties asserted in the Operative Complaint, or any and all claims that may be asserted against  
12 the Released Parties based on the factual allegations in the Operative Complaint, as follows: For  
13 Participating Class Members, the release includes, for the duration of the Class Period: (a) all  
14 claims for failure to pay earned wages; (b) all claims for failure to pay minimum wages; (c) all  
15 claims for failure to pay overtime wages; (d) all claims for failure to provide compliant meal and  
16 rest periods or compensation in lieu thereof; (e) failure to timely pay all wages due upon  
17 termination or resignation; (f) all claims for non-compliant wage statements; (g) failure to  
18 reimburse business expenses; and (h) all claims asserted through California Business &  
19 Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the  
20 Operative Complaint; and (i) all claims for injunctive relief, liquidated damages, penalties of an  
21 nature, interest, fees, including fees under California Code of Civil Procedure section 1021.5,  
22 and costs (the "Class Released Claims").

23 **B. Release by All Aggrieved Employees**

24 For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all  
25 claims asserted in the PAGA Notice submitted to the LWDA and alleged in the Operative  
26 Complaint, including all claims for civil penalties under PAGA arising out of Labor Code  
27 Sections 226.3, 558, 1174.5, 1197.1, and 2699 based on the factual allegations and Labor Code  
28 sections alleged to have been violated in the PAGA Notice and Operative Complaint, which

1 includes, without limitation, Labor Code sections 226, 432, 1174, and 1198.5, unlawful restraint  
2 on trade, unlawful restraint of legal activities under Labor Code section 98.6(k), failure to pay  
3 wages pursuant to Labor Code section 204, and retaliation in violation of Labor Code section  
4 1102.5, failure to provide notice under Labor Code section 2810.5, failure to provide sick leave  
5 and an accounting of accrued sick leave, penalties of any nature, including civil penalties under  
6 PAGA, fees, and costs (the “PAGA Released Claims”). The Class Released Claims and PAGA  
7 Released Claims shall be referred to herein as the “Released Claims”.

8 **C. Claims Not Released**

9 The releases above as well as the General Release below expressly exclude all other  
10 claims, including claims for vested benefits, wrongful termination, unemployment insurance,  
11 disability, social security, workers’ compensation, and any other claims outside of the Class  
12 Released Claims of Participating Class Members, including Plaintiff, arising during the Class  
13 Period and the PAGA Released Claims of Aggrieved Employees including Plaintiff (and, to the  
14 extent permitted by law, the State of California) arising outside of the PAGA Period.

15 **D. General Release.**

16 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry  
17 of Judgment, and payment by Defendant to the Settlement Administrator of the full Gross  
18 Settlement Amount and Employers’ Taxes necessary to effectuate the Settlement, in addition to  
19 the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases  
20 the Released Parties from all claims, demands, rights, liabilities and causes of action of every  
21 nature and description whatsoever, known or unknown, asserted or that might have been asserted,  
22 whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation  
23 arising out of, relating to, or in connection with any act or omission of the Released Parties  
24 through the date of full execution of this Agreement in connection with his employment or the  
25 termination thereof. With respect to the General Release, Plaintiff stipulates and agrees that,  
26 through the Final Approval Date, Plaintiff shall be deemed to have, and by operation of the Final  
27 Judgment and payment to the Settlement Administrator shall have, expressly waived and  
28 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section

1 1542 of the California Civil Code, or any other similar provision under federal or state law, which  
2 provides:

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

8 Plaintiff's Limited Release of Claims as a Participating Class Member and Aggrieved  
9 Employee as well as Plaintiff's General Release and Civil Code section 1542 waiver do not  
10 include and expressly exclude any release or waiver for any and all claims that may be brought,  
11 have been brought, or could have been brought by Plaintiff for wrongful termination,  
12 discrimination, retaliation, harassment, failure to prevent harassment or discrimination or  
13 under the Fair Employment and Housing Act, California Family Rights Act and/or any  
14 other applicable state or federal laws.

15 **8. SETTLEMENT ADMINISTRATOR**

16 Plaintiff and Defendant, through their respective counsel, have selected Phoenix  
17 Settlement Administrators to administer the Settlement, which includes but is not limited to  
18 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class  
19 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and  
20 expenses of the Settlement Administrator, currently estimated to be \$7,250 will be paid from the  
21 Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less  
22 than \$7,250, the difference between \$7,250 and the actual Settlement Administration Costs shall  
23 be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$7,250,  
24 then such excess will be paid solely from the Gross Settlement Amount and Defendant will not  
25 be responsible for paying any additional funds in order to pay these additional costs.

26 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**  
27 **PROCESS**

28 **A. Notice to the Settlement Class Members.**

(1) Within fourteen (14) calendar days after the Preliminary Approval Date,

1 Defendant's Counsel shall provide the Settlement Administrator with information with respect  
2 to each Settlement Class Member, including his or her: (1) full name and last known address  
3 currently in Defendant's possession, custody, or control; (2) Social Security Number in  
4 Defendant's possession, custody, or control; and (3) the hire dates, re-hire dates (if applicable)  
5 and termination dates (if applicable) for each Settlement Class Member ("Class List"). The  
6 Settlement Administrator shall perform an address search using the United States Postal Service  
7 National Change of Address ("NCOA") database and update the addresses contained on the Class  
8 List with the newly found addresses, if any. Within seven (7) calendar days of receiving the Class  
9 List from Defendant, the Settlement Administrator shall mail the Class Notice in English and  
10 Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current  
11 mailing address information available. The Settlement Administrator shall maintain a list with  
12 names and all addresses to which notice was given, and digital copies of all the Settlement  
13 Administrator's records evidencing the giving of notice to any Settlement Class Member, for at  
14 least four (4) years from the Final Approval Date. Such information shall be available to Class  
15 Counsel and Defendant's Counsel upon request.

16 (2) The Class Notice will set forth:

- 17 (a) the Settlement Class Member's estimated Individual Settlement  
18 Payment and Individual PAGA Payment, and the basis for each;
- 19 (b) the information required by California Rule of Court, rule 3.766,  
20 subdivision (d);
- 21 (c) the material terms of the Settlement, including the Service Award  
22 to Plaintiff, the Attorneys' Fees and Cost Award to be paid to Class  
23 Counsel, and the LWDA Payment, as specified in this Agreement;
- 24 (d) the proposed Settlement Administration Costs;
- 25 (e) the definitions of the Settlement Class and Aggrieved Employees;
- 26 (f) a statement that the Court has preliminarily approved the  
27 Settlement;
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- 1 (g) how the Settlement Class Member or Aggrieved Employee may  
2 obtain additional information, including contact information for  
3 Class Counsel;
- 4 (h) information regarding opt-out and objection procedures to the  
5 class settlement;
- 6 (i) the date and location of the Final Approval Hearing; and
- 7 (j) that the Settlement Class Member must notify the Settlement  
8 Administrator no later than the Response Deadline if the  
9 Settlement Class Member disputes the accuracy of the number of  
10 Workweeks or pay periods as set forth on his or her Class Notice  
11 (“Workweek Dispute”). If a Settlement Class Member fails to  
12 timely dispute the number of Workweeks or pay periods attributed  
13 to him or her in conformity with the instructions in the Class  
14 Notice, then he or she shall be deemed to have waived any  
15 objection to its accuracy and any claim to any additional settlement  
16 payment based on different data.

17 (3) If a Class Notice from the initial notice mailing is returned as  
18 undeliverable, the Settlement Administrator will attempt to obtain a current address for the  
19 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)  
20 calendar days of receipt of the returned Class Notice, by undertaking skip tracing. If the  
21 Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the  
22 Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the  
23 Settlement Administrator with a forwarding address before the Response Deadline shall be  
24 promptly re-mailed to the forwarding address affixed thereto.

25 (4) No later than seven (7) calendar days from the Response Deadline, the  
26 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the  
27 completion of the notice process, including the number of attempts to obtain valid mailing  
28 addresses for and re-sending of any returned Class Notices, as well as the number of, and copies



1 of all Requests for Exclusion and objections/comments received by the Settlement Administrator.

2 **B. Objections.**

3 Only Participating Class Members may object or comment regarding the Settlement. In  
4 order for any Settlement Class Member to object to this Settlement in writing, or any term of it,  
5 he or she must do so by mailing a written objection to the Settlement Administrator at the address  
6 or phone number provided on the Class Notice no later than the Response Deadline. The  
7 Settlement Administrator shall email a copy of the objection forthwith to Class Counsel and  
8 Defendant's counsel. The objection should set forth in writing: (1) the Objector's name; (2) the  
9 Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the  
10 Objector's signature; and (5) the reason(s) for the Objection, along with whatever legal authority,  
11 if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to  
12 the Settlement, the Settlement Class Member will remain a member of the Settlement Class and  
13 if the Court approves this Agreement, the Settlement Class Member will be bound by the terms  
14 of the Settlement in the same way and to the same extent as a Settlement Class Member who  
15 does not object. The date of mailing of the Class Notice to the objecting Settlement Class  
16 Member shall be conclusively determined according to the records of the Settlement  
17 Administrator. Settlement Class Members need not object in writing to be heard at the Final  
18 Approval Hearing; they may object or comment in person at the hearing at their own expense.  
19 Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up  
20 to five (5) court days before the Final Approval Hearing. Participating Class Members who  
21 appear in person or through counsel at the Final Approval hearing, will be allowed to object,  
22 whether or not they have submitted a written objection.

23 **C. Requesting Exclusion.**

24 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the  
25 Settlement by mailing a written request to be excluded from the Settlement ("Request for  
26 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.  
27 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the Class  
28 Member's Social Security Number; (3) the Class Member's signature; and (4) the following

1 statement or something to its effect: “Please exclude me from the Settlement Class in the  
2 *Primitivo Perez v. D&G Restaurants, LLC, et al.* matter” or any statement of similar meaning  
3 standing for the proposition that the Class Member does not wish to participate in the Settlement.  
4 The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to  
5 Class Counsel and Defendant’s Counsel and shall report the number of Requests for Exclusions  
6 that it receives, to the Court, in its declaration to be provided in advance of the Final Approval  
7 Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be  
8 entitled to receive any payment from the Settlement and will not be bound by the Settlement  
9 Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement  
10 Class Member who does not opt out of the Settlement by submitting a timely and valid Request  
11 for Exclusion will be bound by all terms of the Settlement, including those pertaining to the  
12 Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of  
13 the Settlement is granted. A Settlement Class Member cannot submit both a Request for  
14 Exclusion and an objection. If a Settlement Class Member submits an objection and a Request  
15 for Exclusion, the Request for Exclusion will control and the Objection will be void. Settlement  
16 Class Members who worked during the PAGA Period that submit a valid Request for Exclusion  
17 will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payment,  
18 and will be bound by the release encompassed in the PAGA Released Claims.

19 **D. Disputes Regarding Settlement Class Members’ Workweeks and Pay Periods**  
20 **Data.**

21 Class Members will have an opportunity to dispute the information provided in their Class  
22 Notice. To the extent Class Members dispute the number of Workweeks or Pay Periods to which  
23 they have been credited, Class Members may produce evidence to the Settlement Administrator  
24 showing that such information is inaccurate. Absent evidence rebutting Defendant’s records,  
25 Defendant’s records will be presumed initially determinative. However, the Settlement  
26 Administrator will evaluate the evidence submitted by the Class Member to make an initial  
27 decision and will provide such information to the Parties to be filed with the Court for final  
28 determination. All such disputes are to be resolved not later than ten (10) calendar days after the

1 Response Deadline. The Court shall have the right to make the final decision as to the dispute.

2 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**  
3 **PAYMENTS TO PARTICIPATING CLASS MEMBERS**

4 Individual Settlement Payments will be calculated and distributed to Participating Class  
5 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class  
6 Members' respective number of Workweeks during the Class Period. Individual PAGA  
7 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees  
8 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective  
9 number of pay periods during the PAGA Period. Specific calculations of the Individual  
10 Settlement Shares and Individual PAGA Payments will be made as follows:

11 **A.** The Settlement Administrator will determine the total number of Workweeks  
12 worked by each Settlement Class Member during the Class Period ("Class Member's  
13 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class  
14 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement  
15 Administrator will determine the total number of pay periods worked by each Aggrieved  
16 Employee during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the  
17 aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period  
18 ("PAGA Pay Periods").

19 **B.** To determine each Settlement Class Member's Individual Settlement Share, the  
20 Settlement Administrator will use the following formula: Individual Settlement Share =  
21 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

22 **C.** To determine each Participating Class Member's Participating Individual  
23 Settlement Share, the Settlement Administrator will determine the aggregate number of  
24 Workweeks worked by all Participating Class Members during the Class Period ("Participating  
25 Class Workweeks") and use the following formula: Individual Settlement Share =  
26 (Participating Class Member's Workweeks ÷ Participating Class Workweeks) × Net Settlement  
27 Amount.

28 ///

1           **D.**     The net amount of the Participating Individual Settlement Share is to be paid out  
2 to Participating Class Members by way of check and is referred to as “Individual Settlement  
3 Payment(s)”.

4           **E.**     To determine each Aggrieved Employee’s Individual PAGA Payment, the  
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual  
6 PAGA Payment = ([Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods] x \$5,000.00)  
7 (the “PAGA Payment”).

8           **F.**     Individual Settlement Payments and Individual PAGA Payments shall be paid  
9 to Participating Class Members and/or Aggrieved Employees by way of check. When a  
10 Participating Class Member is also an Aggrieved Employee, one check may be issued that  
11 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

12 **11.     DISTRIBUTION OF PAYMENTS**

13           **A.     Distribution of Individual Settlement Payments.**

14           Participating Class Members will receive an Individual Settlement Payment. All  
15 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,  
16 will receive their Individual PAGA Payment. Individual Settlement Payment checks and  
17 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty  
18 (180) calendar days after the date of their issuance. For any check not cashed after 180 calendar  
19 days, the Settlement Administrator will pay over the amount represented by the check to the  
20 California State Controller’s Office, with the identity of the Participating Class Member and/or  
21 Aggrieved Employee to whom the funds belong, to be held for the Participating Class Member  
22 and/or Aggrieved Employee per California Unclaimed Property Law, in the interest of justice.  
23 The money paid to the California State Controller’s Office will remain the Participating Class  
24 Member’s and Aggrieved Employee’s property. This will allow Participating Class Members  
25 and Aggrieved Employees who did not cash their checks to collect their Individual Settlement  
26 Payments and Individual PAGA Payments at any time in the future. Therefore, there will be  
27 no unpaid residue or unclaimed or abandoned class member or aggrieved employee funds and  
28 California Code of Civil Procedure § 384 shall not apply.

1           **B.       Funding of Settlement.**

2           No later than thirty (30) calendar days after the Preliminary Approval Date (the “First  
3 Payment Date”), Defendant shall deposit half of the Gross Settlement Amount—One Hundred  
4 and Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00)—unless the same is escalated  
5 pursuant to Paragraph 17 below (and in such event, half of the escalated gross settlement  
6 amount), in addition to related Employer’s Taxes pursuant to Internal Revenue Code section  
7 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC  
8 insured banking institution, to the Settlement Administrator. Thereafter, Defendant shall pay the  
9 remaining half of the Gross Settlement Amount as follows: No later than one hundred eighty  
10 (180) calendar days after the First Payment Date (the “Second Payment Date”), Defendant shall  
11 deposit the remaining portion of the Gross Settlement Amount of Two-Hundred Fifty Thousand  
12 Dollars and Zero Cents (\$250,000.00)<sup>2</sup> pursuant to Internal Revenue Code section 1.468B-1 for  
13 deposit in an interest-bearing QSA with an FDIC insured banking institution, for distribution in  
14 accordance with this Agreement and the Court’s orders and subject to the conditions described  
15 herein.

16           Individual Settlement Payments and Individual PAGA Payments shall be paid  
17 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from  
18 the QSA shall be made for (1) the Service Award to Plaintiff as specified in this Agreement and  
19 approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as  
20 specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs,  
21 as specified in this Agreement and approved by the Court; and (4) the LWDA Payment, as  
22 specified in this Agreement. \$5,000 shall be allocated to payment to Aggrieved Employees of  
23 Individual PAGA Payments as set forth herein. The balance and any accrued interest thereon  
24 remaining shall constitute the Net Settlement Amount from which Individual Settlement  
25 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

26 \_\_\_\_\_  
27 <sup>2</sup> The Gross Settlement Amount, and all Employer’s Taxes for each of the payments made, must be paid  
28 in full within 210-day period commencing upon Preliminary Approval. If escalated pursuant to Paragraph  
17 of this Agreement, the escalated amount and all Employer’s Taxes for each of the payments made,  
must be paid in full within a 210-day period commencing upon Preliminary Approval.

1 All interest accrued shall be for the benefit of Participating Class Members and distributed on a  
2 *pro rata* basis.

3 **C. Time for Distribution.**

4 No more than fourteen (14) calendar days after payment of the full Gross Settlement  
5 Amount (as the same may be increased to in accordance with Paragraph 17) by Defendant, as  
6 well as Employer Taxes, or after the Final Order and Judgment following a Final Fairness and  
7 Approval hearing, whichever is later, the Settlement Administrator shall distribute all payments  
8 due under the Settlement, including the Individual Settlement Payments to Participating Class  
9 Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-  
10 approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and  
11 expenses to Class Counsel, administration costs to the Settlement Administrator, and the LWDA  
12 Payment to the LWDA.

13 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

14 Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys'  
15 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which, unless increased  
16 pursuant to Paragraph 17, shall amount to Eighty-Seven Thousand Five Hundred Dollars and  
17 Zero Cents (\$87,500.00). Class Counsel shall further apply for, and Defendant shall not oppose,  
18 an application or motion by Class Counsel for reimbursement of actual costs associated with  
19 Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up  
20 to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and  
21 costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and  
22 costs necessary to prosecute, settle, and obtain Final Approval of the settlement in the Action.  
23 The "future" aspect of the amounts stated herein includes, without limitation, all time and  
24 expenses expended by Class Counsel (including any appeals therein), except for any matters that  
25 arise from Defendant's failure to materially comply with the terms of this Agreement. There will  
26 be no additional charge of any kind to either the Settlement Class Members or request for  
27 additional consideration from Defendant for such work unless, in the event of a material breach  
28 of this Agreement by Defendant, Plaintiff is required to move the Court for enforcement of this

1 Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in  
2 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall  
3 be a part of the Net Settlement Amount.

4 **13. SERVICE AWARD TO PLAINTIFF**

5 Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to  
6 exceed Seven Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00) for participation in  
7 and assistance with the Action. Any Service Award awarded to Plaintiff shall be paid from the  
8 Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves a  
9 Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s)  
10 shall be a part of the Net Settlement Amount.

11 **14. TAXATION AND ALLOCATION**

12 A. Each Individual Settlement Share shall be allocated as follows: 20% as wages  
13 (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an  
14 IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be  
15 allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the  
16 employee's share of taxes and withholdings with respect to the wage-portion of the Individual  
17 Settlement Share will be withheld from the Individual Settlement Share in order to yield the  
18 Individual Settlement Payment. The amount of federal income tax withholding will be based  
19 upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg.  
20 § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made  
21 pursuant to applicable state and/or local withholding codes or regulations.

22 B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement  
23 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the  
24 "Code") and consistent with this Agreement. If the Code, the regulations promulgated  
25 thereunder, or other applicable tax law, is changed after the date of this Agreement, the  
26 processes set forth in this Section may be modified in a manner to bring Defendant into  
27 compliance with any such changes.

28 C. All Employer Taxes shall be paid by Defendant separate, apart and above

1 from the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share  
2 of payroll taxes as described above.

3 **D.** Neither Counsel for Plaintiff nor Defendant intend anything contained in this  
4 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement  
5 be relied upon as such within the meaning of United States Treasury Department Circular 230  
6 (31 C.F.R. Part 10, as amended) or otherwise.

7 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

8 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of  
9 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five  
10 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA  
11 (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA  
12 (\$5,000.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on  
13 a *pro rata* basis based upon their respective pay periods worked during the PAGA Period (*i.e.*,  
14 the Individual PAGA Payments).

15 **16. COURT APPROVAL**

16 This Agreement is contingent upon an order by the Court granting Final Approval of the  
17 Settlement, and that the LWDA does not intervene and/or object to the Settlement. In the event  
18 it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the  
19 Parties shall be restored to their respective positions in the Action prior to entry of this Settlement.  
20 If this Settlement Agreement is voided, not approved by the Court or approval is reversed on  
21 appeal, it shall have no force or effect and no Party shall be bound by its terms except to the  
22 extent: (a) the Court reserves any authority to issue any appropriate orders when denying  
23 approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically  
24 stated to survive the Settlement Agreement being voided or not approved, and which control in  
25 such an event.

26 **17. INCREASE IN WORKWEEKS**

27 Defendant represents and warrants that there are no more than one hundred and ninety-  
28 two (192) Settlement Class Members and that there are no more than nine thousand four



1 hundred thirty-five (9,435) Workweeks worked by one hundred ninety-two (192) Settlement  
2 Class Members during the Class Period. In the event the number of Workweeks worked is  
3 more than 10% greater than this figure (i.e., if there are more than 10,378 Workweeks [9,435  
4 Workweeks x 1.10 = 10,378 Workweeks] worked by Class Members using hire dates,  
5 termination dates (as applicable) and re-hire dates (as applicable)), then Defendant agrees to  
6 increase the Gross Settlement Amount proportionally over the 10% increase in the number of  
7 Workweeks worked during the Class Period. By way of example, if the number of Workweeks  
8 worked by Class Members during the Class Period increases by 11%, the Gross Settlement  
9 Amount will increase by 1%. Likewise, if the number of Workweeks worked by Class  
10 Members during the Class Period increases by 12%, the Gross Settlement Amount will increase  
11 by 2%. The Workweek Value shall be calculated by dividing the Gross Settlement Amount  
12 (\$250,000.00) by 9,435. The Parties agree that the Workweek Value amounts to \$26.50  
13 (\$250,000.00 / 9,435 workweeks). Thus, for example, should there be 11,039 workweeks in  
14 the Class Period, then the Gross Settlement Amount shall be increased by \$17,516.50. (11,039  
15 workweeks – 10,378 workweeks x \$26.50.)

16 **18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT**  
17 **AMOUNT AND EMPLOYERS' TAXES**

18 Defendant have the option of voiding this Agreement within ten (10) calendar days after  
19 expiration of the opt-out period if ten percent (10%) of the Settlement Class members opt out of  
20 the Settlement and/or if the combined workweeks worked by Class Members who timely exclude  
21 themselves amounts to more than ten percent (10%) of the total workweeks worked by all Class  
22 members, which option shall be exercised by providing written notice to Class Counsel and the  
23 Settlement Administrator. If the foregoing occurs, this Agreement shall be null and void *ab*  
24 *initio*, no Party shall be bound by the terms thereof, and this Agreement shall not be admissible  
25 or offered into evidence in the litigation or any other action for any purpose whatsoever, and any  
26 order or judgment entered by the Court in furtherance of this Agreement shall be treated as  
27 withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to  
28 their respective positions as of the date immediately prior to the execution of this Agreement, the

1 Parties shall proceed in all respects as if this Agreement had not been executed, Defendant shall  
2 have no obligation to make any payments to Plaintiff, Counsel for Plaintiff, the LWDA, or any  
3 Class Member, and the Settlement Administrator shall return the entirety of the Gross Settlement  
4 Amount and Employers' Taxes to Defendant within seven (7) calendar days of receipt of  
5 Defendant's written notice exercising the option to void this Agreement. In the event that  
6 Defendant voids the Settlement pursuant to the terms of this Agreement, any amounts owed to  
7 the Settlement Administrator shall be paid by Defendant solely.

8 **19. NOTICE OF JUDGMENT**

9 In addition to any duties set out herein, the Settlement Administrator shall provide  
10 notice of the Final Judgment entered in the Action by posting the same on its website for at  
11 least four (4) years after the Judgment becomes final.

12 **20. MISCELLANEOUS PROVISIONS**

13 **A. Interpretation of the Agreement.**

14 This Agreement constitutes the entire agreement between Plaintiff and Defendant with  
15 respect to its subject matter. Except as expressly provided herein, this Agreement has not been  
16 executed in reliance upon any other written or oral representations or terms, and no such extrinsic  
17 oral or written representations or terms shall modify, vary or contradict its terms. In entering  
18 into this Agreement, the Parties agree that this Agreement is to be construed according to its  
19 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be  
20 interpreted and enforced under the laws of the State of California, both in its procedural and  
21 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or  
22 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively  
23 in the Superior Court of the State of California for the County of Orange, and Plaintiff and  
24 Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in  
25 connection therewith. Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class,  
26 and Defendant participated in the negotiation and drafting of this Agreement and had available  
27 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor  
28 Defendant may claim that any ambiguity in this Agreement should be construed against the other.

1 The Agreement may be modified only by a writing signed by counsel for the Parties and approved  
2 by the Court.

3 **B. Further Cooperation.**

4 Plaintiff, Defendant, and their respective attorneys shall proceed diligently to prepare and  
5 execute all documents, to seek the necessary approvals from the Court, and to do all things  
6 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties  
7 agree that they will not take any action inconsistent with this Agreement, including, without  
8 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds  
9 that any Party has taken actions inconsistent with the Settlement, including, without limitation,  
10 encouraging Class Members to opt out of the Settlement, the Court may take any corrective  
11 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*  
12 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or  
13 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of  
14 opt-outs and/or objections.

15 **C. Counterparts.**

16 The Agreement may be executed in one or more actual or non-original counterparts, all  
17 of which will be considered one and the same instrument and all of which will be considered  
18 duplicate originals.

19 **D. Authority.**

20 Each individual signing below warrants that he or she has the authority to execute this  
21 Agreement on behalf of the party for whom or which that individual signs.

22 **E. No Third-Party Beneficiaries.**

23 Plaintiff, Participating Class Members, Aggrieved Employees, Class Counsel, and  
24 Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

25 **F. Deadlines Falling on Weekends or Holidays.**

26 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,  
27 or legal holiday, that deadline shall be continued until the following business day.

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**G. Severability.**

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

**IT IS SO AGREED:**

Dated: May 26, 2023, 2023

  
Primitivo Perez (May 26, 2023 16:40 PDT)  
PRIMITIVO PEREZ  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
D&G RESTAURANTS, LLC, dba “Tavern House”  
Defendant  
Gregg Solomon  
Partner

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
D&G RESTAURANTS, LLC, dba “Tavern House”  
Defendant  
David Wilhelm  
Partner

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
JASMIN K. GILL  
J. Gill Law Group, P.C.  
**Counsel for Plaintiff Primitivo Perez**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
PETER J. WOO  
VINCENT L. CHEN  
Jackson Lewis, P.C.  
**Counsel for Defendant D&G Restaurants, LLC, doing business as “Tavern House”**

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**G. Severability.**

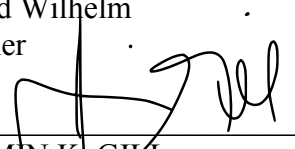
In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

**IT IS SO AGREED:**

Dated: \_\_\_\_\_, 2023  
PRIMITIVO PEREZ  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2023  
D&G RESTAURANTS, LLC, dba “Tavern House”  
Defendant  
Gregg Solomon  
Partner

Dated: \_\_\_\_\_, 2023  
D&G RESTAURANTS, LLC, dba “Tavern House”  
Defendant  
David Wilhelm  
Partner

Dated: **May 26**, 2023  
  
JASMIN K. GILL  
J. Gill Law Group, P.C.  
**Counsel for Plaintiff Primitivo Perez**

Dated: \_\_\_\_\_, 2023  
PETER J. WOO  
VINCENT L. CHEN  
Jackson Lewis, P.C.  
**Counsel for Defendant D&G Restaurants, LLC, doing business as “Tavern House”**

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**G. Severability.**

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

**IT IS SO AGREED:**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
PRIMITIVO PEREZ  
Plaintiff and Class Representative

Dated: April 27, 2023

\_\_\_\_\_  
D&G RESTAURANTS, LLC, dba "Tavern House"  
Defendant  
Gregg Solomon  
Partner

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
D&G RESTAURANTS, LLC, dba "Tavern House"  
Defendant  
David Wilhelm  
Partner

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
JASMIN K. GILL  
J. Gill Law Group, P.C.  
Counsel for Plaintiff Primitivo Perez

Dated: May 30, 2023

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PETER J. WOO  
VINCENT L. CHEN  
Jackson Lewis, P.C.  
Counsel for Defendant D&G Restaurants, LLC, doing business as "Tavern House"

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**G. Severability.**

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant’s Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

**IT IS SO AGREED:**

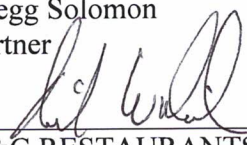
Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
PRIMITIVO PEREZ  
Plaintiff and Class Representative

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
D&G RESTAURANTS, LLC, dba “Tavern House”  
Defendant  
Gregg Solomon  
Partner

Dated: 5-27, 2023

  
\_\_\_\_\_  
D&G RESTAURANTS, LLC, dba “Tavern House”  
Defendant  
David Wilhelm  
Partner

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
JASMIN K. GILL  
J. Gill Law Group, P.C.  
**Counsel for Plaintiff Primitivo Perez**

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
PETER J. WOO  
VINCENT L. CHEN  
Jackson Lewis, P.C.  
**Counsel for Defendant D&G Restaurants, LLC, doing business as “Tavern House”**