

FILED

Superior Court of California
County of Los Angeles

04/17/2025

David W. Stoyko, Executive Officer / Clerk of Court

By: S. Wong Deputy

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

MARINA DURHAM, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STEAK 48 BEVERLY HILLS, LLC, and
DOES 1 to 100, inclusive,

Defendant.

CASSANDRA HALL-LEPREVOST,
individually and on behalf of all others
similarly situated,

Plaintiff,

v.

STEAK 48 BEVERLY HILLS, LLC, an
Arizona corporation; TEAM 44
RESTAURANTS, LLC, an Arizona
corporation; and DOES 1 through 50
inclusive,

Defendant.

CASE NO. 23STCV28505

(Consolidated with Los Angeles County
Superior Court Case No.23STCV19341)

ASSIGNED FOR ALL PURPOSES TO:
HON. ELAINE LU

**~~AMENDED [PROPOSED]~~ ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND JUDGMENT**

Date: April 17, 2025

Time: 10:00 a.m.

Dept.: 9

Complaint Filed: November 20, 2023

Trial Date: No Trial Date Set

~~**AMENDED [PROPOSED] ORDER**~~

On April 17, 2025, the Court held a hearing on a motion for final approval of settlement (“Motion”) between Plaintiffs MARINA DURHAM and CASSANDRA HALL-LEPREVOST (“Plaintiffs”) and Defendants STEAK 48 BEVERLY HILLS, LLC and TEAM 44 RESTAURANTS, LLC, (“Defendants”) (collectively the “Parties”) as set forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”).

Due and adequate notice having been given to Class Members, and the Court having considered the Settlement Agreement, all of the legal authorities and documents submitted in support of the Motion, all papers filed and proceedings had herein, all oral and written comments received regarding the proposed Settlement, and having reviewed the record in this matter, and good cause appearing, the Court hereby **GRANTS** final approval of the Settlement and hereby **MAKES THE FOLLOWING DETERMINATIONS AND ORDERS:**

1. This Order incorporates by reference the definitions in the Settlement Agreement and all terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement, attached hereto as **Exhibit A**.

2. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including Plaintiffs and Class Members.

3. Pursuant to the Preliminary Approval Order, the appointed Settlement Administrator, ILYM Group, Inc. (“Settlement Administrator”), mailed the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Notice”) to all Class Members’ last known address by First Class U.S. Mail. The Notice fairly and adequately informed Class Members of the terms of the proposed Settlement and the benefits available to Class Members thereunder. The Notice further informed Class Members of the pendency of the Action, of the proposed Settlement, of Class Members’ right to receive their share of the Settlement (if approved), of the scope and effect of the Released Claims, of the preliminary Court approval of the proposed Settlement, of exclusion and objection timing and procedures, of the date of the Final Approval Hearing, and of the right to file documentation in support of

1 or in opposition to the Settlement and to appear in connection with the Final Approval Hearing.
2 Class Members had adequate time to consider this information and to use the procedures
3 identified in the Notice. The Court finds and determines that this notice procedure afforded
4 adequate protections to Class Members and provides the basis for the Court to make an
5 informed decision regarding approval of the Settlement based on the responses of Class
6 Members. The Court finds and determines that the Notice provided in the Action was
7 sufficient, which satisfied the requirements of law and due process.

8 4. The Court finds that the Settlement offers significant monetary recovery to
9 Class Members and finds that such recovery is fair, adequate, and reasonable when balanced
10 against further litigation related to liability, and damages issues. The Court further finds that
11 the Parties have conducted sufficient investigation, discovery, research, and litigation such that
12 Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions at
13 this time. The Court finds that the proposed Settlement, at this time, will avoid substantial
14 additional costs by all Parties, as well as avoid the risks and delay inherent to further
15 prosecution of the Action. The Court further finds that the Parties reached the Settlement as the
16 result of intensive, serious, and non-collusive arms-length negotiations. Thus, the Court
17 approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is,
18 in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the Settlement
19 according to its terms.

20 5. The Court hereby orders the Settlement Administrator to distribute the
21 Individual Settlement Payments and Individual PAGA Payments to Settlement Class Members
22 in accordance with the provisions of the Settlement Agreement. The Individual Settlement
23 Payment and Individual PAGA Payment checks shall remain valid for a period of one hundred
24 eighty (180) calendar days.

25 6. All Settlement Class Members, and Aggrieved Employees, regardless of
26 whether or not they cash their Individual Class Payment and/or Individual PAGA Payment
27 check(s), will be bound by the releases detailed in this Settlement Agreement. Settlement Class
28 Members must cash or deposit their Individual Class Payment and Individual PAGA Payment
checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

1 If any checks remain uncashed or not deposited by the expiration of the 180-day period, the
2 Settlement Administrator will submit the amount of the uncashed or not deposited payments to
3 California State Controller as unclaimed property in the name of the Settlement Class Member
4 who did not cash his or her check.

5 7. The Court finds that the Gross Settlement Amount of \$252,000.00 (“GSA”), the
6 Net Settlement Amount of \$107,566.88 (“NSA”), and the methodology used to calculate and
7 pay each Individual Class Payment and each Individual PAGA Payment, in accordance with
8 the Settlement, are fair and reasonable.

9 8. For purposes of this Final Approval Order and this Settlement only, the Court
10 hereby confirms the appointment of the named Plaintiffs as the class representatives for the
11 Class Members. Further, the Court finally approves the Class Representative Service Payments
12 to Plaintiffs, as fair and reasonable, in the amount of \$7,500.00 each (for a total of \$15,000.00
13 paid to both named Plaintiffs). The Court hereby ORDERS the Settlement Administrator to
14 distribute the Class Representative Service Payments to the Plaintiffs in accordance with the
15 provisions of the Settlement Agreement.

16 9. The Court hereby approves the PAGA Penalties payment in the amount of
17 \$25,000.00; of which 75%, or \$18,750.00, will be sent by the Settlement Administrator to the
18 Labor and Workforce Development Agency (“LWDA”); and of which 25%, or \$6,250.00, will
19 be distributed to the Aggrieved Employees in accordance with the provisions of the Settlement
20 Agreement.

21 10. For purposes of this Final Approval Order and this Settlement only, the Court
22 hereby confirms the appointment of Amir Seyedfarshi of Employment Rights Lawyers, APC,
23 Tatiana Hernandez of the Law Office of Tatiana Hernandez, P.C., Mark Ozzello of The Ozzello
24 Practice, P.C., and Calvin Marshall and David Grefinger of the Law Offices of David R Greifinger as
25 Class Counsel for Class Members. Further, the Court finally approves the Class Counsel Fees
26 Payment of \$84,000.00, as fair and reasonable and awards attorney fees in that amount to be
27 distributed to Class Counsel. Further, the Court approves Class Counsel’s actual litigation costs
28 in the amount of \$11,433.12. Class Counsel’s receipt of the Class Counsel Fees and Costs
Payments shall fully satisfy all fees and litigation costs incurred by Class Counsel that

represented Plaintiffs and Class Members in the Action. The Court hereby ORDERS the Settlement Administrator to distribute the Class Counsel Fees and Costs Payments to Class Counsel in accordance with the provisions of the Settlement Agreement and this Order.

11. For purposes of this Final Approval Order and this Settlement only, the Court hereby confirms the appointment of ILYM Group, Inc. (“ILYM”) as the Settlement Administrator to administer the Settlement of this matter as more specifically set forth in the Settlement Agreement and further finally approves of the Administrator Expenses Payment of \$9,000.00 as fair and reasonable.

12. The Court directs Defendants to fund all amounts due under the Settlement Agreement to be funded no later than ten (10) business days after the Effective Date. Individual Class Payments will be mailed via First-Class U.S. Mail to Class Members no later than fourteen (14) calendar days after the GSA is fully funded as set forth in the Settlement Agreement.

13. The Court has reviewed the Supplemental Declaration of Nicole Bench of ILYM Group, Inc. Regarding Notice and Settlement Administration in Support of Plaintiffs’ Motion for Final Approval of Class Action and PAGA Settlement (“Supplemental Admin. Declaration” or “NB Supp. Decl.”). As set forth in the Supplemental Admin. Declaration, ILYM informed the Parties that, as of March 25, 2025, ILYM has received one (1) request for exclusion from the Settlement for this Action. [See NB Supp. Decl., ¶ 6.] The name of the individual requesting exclusion is Tajia Starr. [Id.] The deadline to request exclusion from the Settlement was March 24, 2025 (“Response Deadline”). [Id.]

14. As of the Response Deadline, Tajia Starr was the only individual who chose to opt out of the Settlement. This individual is excluded from the settlement and the final judgment will not affect her. Aside from this single request for exclusion, no other individual has submitted a request to be excluded from the Settlement, nor submitted any challenge to the Settlement. [NB Supp. Decl., ¶¶ 7-8.] Accordingly, 478 Class Members are deemed to have released the Released Parties¹ from all Released Claims, defined as all claims that were

¹ Released Parties are defined as: “Defendant and all of their respective former, present, and future owners, parents, subsidiaries, shareholders, and related entities and all of Defendant’s respective current, former, and future officers, directors, supervisors, employees,

1 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
2 Operative Complaint and ascertained in the course of the Action including failure to pay
3 overtime wages, minimum wages, timely wages, wages due upon termination, and
4 reimbursable expenses; and failure to provide adequate meal periods, rest breaks, and accurate
5 itemized wage statements.

6 15. The Court further finds that all Aggrieved Employees are deemed to have
7 released the Released Parties as to the settled PAGA claims which are defined as all claims for
8 PAGA penalty claims that were alleged, or reasonably could have been alleged, based on the
9 PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in
10 the course of the Action including failure to pay overtime wages, minimum wages, timely
11 wages, wages due upon termination, and reimbursable expenses; and failure to provide
12 adequate meal periods, rest breaks, and accurate itemized wage statements.

13 16. After Settlement administration has been completed in accordance with the
14 Settlement Agreement, the Parties shall file a report with this Court certifying compliance with
15 the terms of the Settlement.

16 17. Neither this Final Approval Order, the Settlement Agreement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement Agreement is,
18 may be construed as, or may be used by Plaintiffs as an admission by or against Defendants or
19 any of the other Released Parties of any fault, wrongdoing, or liability whatsoever. Nor is this
20 Final Approval Order a finding of the validity of any claims in the Action or of any
21 wrongdoing by Defendants or any of the other Released Parties. The entering into or carrying
22 out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not
23 in any event be construed as an admission or concession with regard to the denials or defenses
24 by Defendants or any of the other Released Parties and shall not be offered in evidence by
25 Plaintiffs against Defendants or any of the Released Parties in any action or proceeding in any
26 court, administrative agency, or other tribunal for any purpose whatsoever other than to enforce
27 the provisions of this Final Approval Order, the Settlement Agreement, or any related

28 _____
representatives, members, managers, partners, shareholders, joint venturers, accountants,
insurers, representatives, agents, predecessors, successors, and assigns.”

1 agreement or release. Notwithstanding these restrictions, any of the Released Parties may file
2 in the Action or in any other proceeding this Final Approval Order, the Settlement Agreement,
3 or any other papers and records on file in the Action as evidence of the Settlement and to
4 support a defense of res judicata, collateral estoppel, release, waiver, or other theory of claim
5 preclusion, issue preclusion, or similar defense.

6 18. The Court hereby enters judgment, ~~with prejudice~~, for the reasons set forth
7 above, and in accordance with the terms set forth in the Settlement Agreement.

8 19. Without affecting the finality of this Final Approval Order in any way, this
9 Court hereby retains continuing jurisdiction over the interpretation, implementation, and
10 enforcement of the Settlement and all orders and judgments entered in connection therewith.

11 20. The Court sets a compliance hearing for ~~_____~~, 2025 at 10:00 a.m.
12 Plaintiffs shall submit to the Court a report by ~~R. J. FERGUSON~~, 2025, pursuant to Code of Civil
13 Procedure section 384, subdivision (b), in the form of a declaration from the Settlement
14 Administrator or other declarant with personal knowledge of the facts regarding the
15 administration of the Settlement, and shall describe (a) the date the checks were mailed; (b) the
16 total number of checks mailed to Class Members; (c) the average amount of those checks; (d)
17 the number of checks that remained uncashed and were redistributed; (e) the total value of
18 those uncashed checks; (f) the average amount of the uncashed checks; (g) the nature and date
19 of the disposition of those unclaimed funds; and (h) other amounts disbursed pursuant to the
20 Settlement.

21 21. This document shall constitute a Judgment for purposes of California Rule of
22 Court 3.769(h).

23 ~~CCFO R. J. FERGUSON~~ ~~CCFO R. J. FERGUSON~~ ~~CCFO R. J. FERGUSON~~ ~~CCFO R. J. FERGUSON~~ ~~CCFO R. J. FERGUSON~~
24 ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~
25 ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~ ~~U. J. FERGUSON~~

26 Dated: 04/17/2025

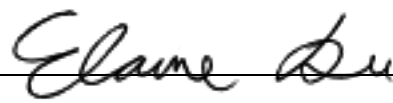
27 
28 HONORABLE ELAINE LU
JUDGE OF THE SUPERIOR COURT

EXHIBIT “A”

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Marina Durham (“Plaintiff Durham”) and Cassandra Hall-LePrevost (“Plaintiff Hall-LePrevost”) (collectively, “Plaintiffs”) on the one hand and Steak 48 Beverly Hills, LLC (“Defendant Steak 48”), Team 44 Restaurants LLC (“Defendant Team 44”) (collectively, “Defendants”) on the other hand. The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit (collectively) alleging wage and hour violations against Defendants, including Plaintiff Hall’s lawsuit captioned *Cassandra Hall-LePrevost v. Steak 48 Beverly Hills, LLC, et al.*, filed on August 14, 2023, and pending in Los Angeles Superior Court, Case No. 23STCV19341; and Plaintiff Durham’s lawsuit, captioned *Marina Durham v. Steak 48 Beverly Hills, LLC*, filed on November 20, 2023 and pending in Superior Court of the State of California, County of Los Angeles Case No. 23STCV28505.¹
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt hourly-paid individuals who are or were California residents and are or were employed by Defendants in the State of California, and who worked one or more shifts during the PAGA Period (as defined below).
- 1.5. “Class” means all non-exempt hourly-paid individuals who are or were California residents and are or were employed by Defendants in the State of California, and who worked one or more shifts during the Class Period (as defined below).
- 1.6. “Class Counsel” means Amir Seyedfarshi of Employment Rights Lawyers, APC; Tatiana Hernández of the Law Office of Tatiana Hernández, P.C.; Mark Ozzello of The Ozzello Practice, PC; and David Greifinger and Calvin Marshall of the Law Offices of David R. Greifinger.
- 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

¹ After attending mediation, which took place on April 17, 2024, Plaintiffs agreed to consolidate their respective cases and file an operative complaint including all of both Plaintiffs’ claims, to which Defendants do not object.

and expenses, respectively, incurred to prosecute 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 Period Workweeks 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 along 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 November 20, 2019 to June 27, 2024.
- 1.13. “Class Representatives” means the named Plaintiffs Cassandra Hall-LePrevost and Marina Durham.
- 1.14. “Class Representative Service Payments” 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 Los Angeles.
- 1.16. “Defendant” and/or “Defendants” means (collectively) the named Defendants.
- 1.17. “Defense Counsel” means Ian B. Wieland of Sagaser, Watkins & Wieland, PC.
- 1.18. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Gross Settlement Amount” means Two Hundred Fifty-Two Thousand Dollars and Zero Cents (\$252,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator’s Expenses.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from June 6, 2022 to June 27, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means (collectively) the letter submitted to Defendants and the LWDA by

Plaintiff Durham on April 5, 2023, in addition to Plaintiff Hall-LePrevost's initial letter and amended letter which were submitted to Defendants and the LWDA on June 6, 2023 and February 23, 2024, respectively providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.34. "PAGA Penalties" means the total amount of PAGA civil penalties (Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (Six Thousand Two Hundred Fifty Dollars and Zero Cents (\$6,250.00)) and the 75% to LWDA (Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00)) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" mean Plaintiff Durham and Plaintiff Hall-LePrevost, the named plaintiffs in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.41. "Released Parties" means: Defendants and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.
- 1.42. "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.
- 1.43. "Response Deadline" means [e.g., 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.
- 1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45. "Workweek" means any week during which a Class Member worked for Defendants for

at least one day, during the Class Period.

2. RECITALS.

- 2.1. On August 14, 2023, Plaintiff Hall-LePrevost commenced this Action by filing a Complaint alleging causes of action against Defendants for the violation of Labor Code 2699 for (1) failure to pay overtime (Labor Code §§ 510, 1194, 1194.2, and 1198); (2) failure to pay minimum wages (Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (3) failure to provide meal periods (Labor Code §§ 226.7 and 512); (4) failure to provide rest periods (Labor Code §§ 226.7 and 512); (5) failure to provide accurate wage statements and maintain accurate payroll records (Labor Code §§ 226(a), 1174(d), and 1198); (6) failure to reimburse business expenses (Labor Code §§ 2800 and 2802); (7) conversion—improper receipt and distribution of gratuities (Labor Code § 351); (8) failure to provide adequate seating (Labor Code § 1198); (9) failure to pay wages upon termination (Labor Code § 203); (10) violation of Labor Code § 558); (11) unfair competition (Bus. & Prof. Code §§ 17200 *et seq.*); and (12) PAGA Penalties (Labor Code §§ 2698 *et seq.*). (“Hall-LePrevost Complaint”). On November 20, 2023, Plaintiff Durham filed her own initial class action Complaint alleging causes of action against Defendant Steak 48 for: (1) failure to provide rest breaks (Labor Code § 226.7); (2) failure to provide meal periods (Labor Code § 226.7); (3) failure to pay minimum wages, overtime wages, and all wages earned (Labor Code §§ 204, 1194, 1197); (4) failure to maintain accurate payroll records (Labor Code §§ 226, 1174, 1174.5, and 1198); (5) failure to issue accurate wage statements (Labor Code § 226); (6) failure to pay wages on a timely basis (Labor Code §§ 204, 210); (7) failure to reimburse required business expenses (Labor Code § 2802); and (8) violation of California’s Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.* (“Durham Complaint”). The Complaint is the operative complaint in the Action (the “Operative Complaint.”) On _____, Plaintiffs filed a [e.g., First Amended Complaint] alleging causes of action against Defendants for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. On April 17, 2024, the Parties participated in an all-day mediation presided over by Scott Radovich, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation _____, Plaintiffs obtained, through informal discovery, information, documents, and data regarding Defendants’ employment policies, including policies regarding meal and rest breaks administration, payroll administration, timekeeping, and business reimbursements, Class and Aggrieved Employee data, including the number of individuals who worked for Defendants during the Class Period and the PAGA Period and a sampling of wage statements and timekeeping records for the relevant time periods. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in

Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 (“Dunk/Kullar”).

- 2.5. The Court has not granted class certification as the Parties attended mediation prior to filling a motion for class certification.
- 2.6. Besides *Coleen Bischof v. Steak 48 Beverly Hills, LLC* – Los Angeles Superior Court Case No. 24SMCV00656 [PAGA] and 23STCV29939 [CLASS ACTION], the Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected in any way by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay Two Hundred Fifty-Two Thousand Dollars and Zero Cents (\$252,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representatives of not more than \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents) each, totaling \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) (in addition to any Individual Class Payment [and any Individual PAGA Payment] the Class Representatives are entitled to receive as a Participating Class Members). Defendants will not oppose Plaintiffs’ request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be Eighty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$84,166.66) and a Class Counsel Litigation Expenses

Payment of not more than Twelve Thousand Dollars and Zero Cents (\$12,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Nine Thousand Dollars and Zero Cents (\$9,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 75% (\$18,750.00)

allocated to the LWDA PAGA Payment and 25% (\$6,250.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$6,250.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 415 Class Members who collectively worked a total of 13,125 Workweeks, and 396 of Aggrieved Employees who worked a total 6,280 of PAGA Pay Periods.
- 4.2. Class Data. Not later than [15] days after the Court grants Preliminary Approval 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 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within [14] days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the period must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
 - 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the date when Defendants fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives,

agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and released under 6.2, below ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, failure to pay overtime wages, minimum wages, timely wages, wages due upon termination, and reimbursable expenses; and by failing to provide adequate meal periods, rest breaks and accurate itemized wage statements. Except as set forth in Section 5.3 of this Agreement, 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.
- 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been 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 overtime wages, minimum wages, timely wages, wages due upon termination, and reimbursable expenses; and by failing to provide adequate meal periods, rest breaks and accurate itemized wage statements.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.
- 6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiffs 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.
- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than [14] days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, along with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than [3] business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional [14] days beyond the [60] days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class

Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class 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, whichever ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for

an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have [60] days 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 Workweeks 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 Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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

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

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

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class 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.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than [14] days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the 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.
- 7.8.6 Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES [and ESCALATOR CLAUSE].** Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, (1) there are 415 Class Members and 13,125 Total Workweeks during the Class period and (2) there were 396 Aggrieved Employees who worked 6,280 Pay Periods during the PAGA Period.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than [16] court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven 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.
- 10.1 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 [five] court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 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.
- 10.3 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.

10.4 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.

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

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this 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).

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

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

- 12.3 Confidentiality Prior and After Preliminary Approval. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Class Counsel and Plaintiffs agree that they will not issue any press release, press statement, initiate media coverage, or respond to any media inquiries regarding the Action, Defendants or the Released Parties, or the settlement of the Action. Class Counsel and Plaintiffs agree that any website or social media posting will refer to Defendants' respective names simply as "Confidential."
- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any 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.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and 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.
- 12.14 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's

obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Amir Seyedfarshi, Esq.
amir@employmentrightslawyers.com
Employment Rights Lawyers, APC
6380 Wilshire Blvd., Suite 1602
Los Angeles, CA 90048

Tatiana Hernández, Esq.
tatiana@thlawpc.com
Law Office of Tatiana Hernández, P.C.
315 South Beverly Drive, Suite 504
Beverly Hills, CA 90212

Mark Ozzello
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The Ozzello Practice, PC
400 Continental Blvd., Floor 6
El Segundo, CA 90245

David Greifinger, Esq.
tracklaw@me.com
Calvin Marshall, Esq.
calvin@greifingerlaw.com
The Law Offices of David R. Greifinger
15515 W. Sunset Blvd., Unit 214
Pacific Palisades, CA 90272

To Defendants:

Ian B. Wieland, Esq.
Megan K. Dutra, Esq.
Ian@sw2law.com ; mdutra@sw2law.com
Sagaser, Watkins & Wieland, PC
5260 N. Palm Avenue, Suite 400
Fresno, CA 93704

- 12.19 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.

12.20 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 583.3 IO for the entire period of this settlement process.

AGREED AS TO FORM AND CONTENT
AGREED AS TO FORM AND CONTENT

Date: 12 / 06 / 2024

PLAINTIFF DURHAM



MARINA DURHAM

PLAINTIFF HALL-LEPREVOST

Date: _____

CASSANDRA HALL-LEPREVOST

**DEFENDANT STEAK 48 BEVERLY
HILLS, LLC**

Date: _____

Sign: _____

Print Name: _____

Its: _____

**DEFENDANT TEAM 44 RESTAURANTS
LLC**

Date: _____

Sign: _____

Print Name: _____

Its: _____

SIGNATURES CONTINUE ON THE NEXT PAGE

AGREED AS TO FORM

12.20 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 583.3 IO for the entire period of this settlement process.

**AGREED AS TO FORM AND CONTENT
AGREED AS TO FORM AND CONTENT**


PLAINTIFF DURHAM

Date: _____

MARINA DURHAM

PLAINTIFF HALL-LEPREVOST

Date: Dec 6, 2024


Cassandra Hall-LePrevost (Dec 6, 2024 14:44 PST)

CASSANDRA HALL-LEPREVOST

**DEFENDANT STEAK 48 BEVERLY
HILLS, LLC**

Date: _____

Sign: _____

Print Name: _____

Its: _____

**DEFENDANT TEAM 44 RESTAURANTS
LLC**

Date: _____

Sign: _____

Print Name: _____

Its: _____

SIGNATURES CONTINUE ON THE NEXT PAGE

AGREED AS TO FORM

Date: 12/6/2024

EMPLOYMENT RIGHTS LAWYERS, APC

Amir Seyedfarshi
Amir Seyedfarshi, Esq.
Co-Counsel for Plaintiff Marina Durham

Date: _____

THE LAW OFFICE OF TATIANA
HERNANDEZ, P.C.

Tatiana Hernandez, Esq.
Co-Counsel for Plaintiff Marina Durham

Date: _____

THE LAW OFFICES OF DAVID R.
GREIFINGER

David R. Greifinger, Esq.
Co-Counsel for Plaintiff Cassandra Hall-
LePrevost

Date: _____

THE OZZELLO PRATICE, PC

Mark Ozzello, Esq.
Co-Counsel for Plaintiff Cassandra Hall-
LePrevost

SAGASER, WATKINS & WIELAND PC

Date: _____

Ian B. Wieland, Esq.
Attorneys for Defendants Steak 48 Beverly
Hills, LLC and Team 44 Restaurants, LLC

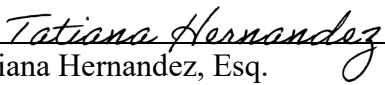
Date: _____

EMPLOYMENT RIGHTS LAWYERS, APC

Amir Seyedfarshi, Esq.
Co-Counsel for Plaintiff Marina Durham

Date: December 9, 2024

THE LAW OFFICE OF TATIANA
HERNANDEZ, P.C.



Tatiana Hernandez, Esq.
Co-Counsel for Plaintiff Marina Durham

Date: December 6, 2024


THE LAW OFFICES OF DAVID R.
GREIFINGER



David R. Greifinger, Esq. and Calvin A. Marshall, Esq.
Co-Counsel for Plaintiff Cassandra Hall-
LePrevost

Date: December 6, 2024

THE OZZELLO PRATICE, PC



Mark Ozzello, Esq.
Co-Counsel for Plaintiff Cassandra Hall-
LePrevost

SAGASER, WATKINS & WIELAND PC

Date: _____

Ian B. Wieland, Esq.
Attorneys for Defendants Steak 48 Beverly
Hills, LLC and Team 44 Restaurants, LLC