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

13 **Crystal Eadie**, individually and on behalf
 14 of all similarly situated individuals,

15 Plaintiff,

16 vs.

17 **Clearman’s North Woods Inn, Inc.**, a
 18 California Corporation; **Clearman’s**
 19 **North Woods Inn of Covina**, a
 20 California Corporation; **Clearman’s**
 21 **North Woods Inn of Lamirada, Inc.**, a
 22 California Corporation; **Clearman’s**
 23 **Golden Cock Inn, Inc.**, a California
 24 Corporation; **Clearman’s Steak ‘N Stein**
 25 **Inn, Inc.**, a California Corporation; and
 26 **Does 1-10**, inclusive;

27 Defendants.

CASE NO. 25STCV01887

[Assigned for all purposes to the Hon.
 Carolyn B. Kuhl, Department 12]

CLASS ACTION

**JOINT STIPULATION OF
 SETTLEMENT AND RELEASE OF
 CLASS AND PAGA ACTION**

Case Filed: January 23, 2025
 Trial Date: None set

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This Joint Stipulation of Settlement and Release of Class and PAGA Action (“Agreement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Crystal Eadie (“Plaintiff” or “Class Representative”), as an individual and on behalf of all others similarly situated, and Defendants Clearman’s North Woods Inn, Inc., Clearman’s North Woods Inn of Covina, Clearman’s North Woods Inn of LaMirada, Inc., Clearman’s Golden Cock Inn, Inc., Clearman’s Steak ‘N Stein Inn, Inc., (collectively “Defendants”). Plaintiff and Defendants may be referred to herein as the “Parties,” singularly as a “Party,” or by their designated names.

This Agreement is subject to the approval of the Court, pursuant to California Rules of Court, Rule 3.769(c), (d) and (e), and is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide basis subject to the following terms and conditions.

This Settlement Agreement shall be binding on Plaintiff, the Settlement Class, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. Plaintiff filed her complaint on January 23, 2025 against Defendants in the Los Angeles County Superior Court. Plaintiff’s lawsuit, entitled *Crystal Eadie v. Clearman’s North Woods Inn of Covina, et al.*, Case Number 25STCV01887 (“Action”), sets forth the following class-wide causes of action: (1) failure to pay reporting time wages; (2) failure to provide compliant meal periods; (3) failure to provide compliant rest periods; (4) failure to reimburse necessary business expenses; (5) failure to maintain and provide complete and accurate wage statements; (6) failure to pay wages when due; and (7) Violation of California Business & Professions Code §§ 17200, et seq.; and (8) Private Attorneys General Act (“PAGA”) penalties.

2. Defendants deny all material allegations set forth in the Action and have asserted numerous affirmative and other defenses in response to the Class, PAGA, and

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1 individual claims. Defendants contend it has complied with the California Labor Code, the
2 California Business & Professions Code, the applicable IWC Wage Orders, and all other
3 applicable California and Federal law.

4 3. Notwithstanding the foregoing and in the interest of avoiding further
5 litigation, the Parties desire to fully and finally settle all actual or potential class, and PAGA
6 claims as pleaded in the operative Complaint or that could have been pleaded in the
7 operative Complaint and this Action.

8 4. This Settlement Agreement is made and entered into by and between Plaintiff
9 individually and on behalf of all other allegedly similarly situated Aggrieved Employees and
10 Settlement Class Members on the one hand, and Defendants on the other hand. This
11 Settlement Agreement is subject to the terms and conditions hereof, as well as the Court’s
12 approval. The Parties expressly acknowledge that this Agreement is entered into solely for
13 the purpose of compromising disputed claims and that nothing herein is an admission of
14 any liability or wrongdoing by Defendants. If, for any reason the Settlement Agreement is
15 not approved, it will be of no force or effect, and the Parties shall be returned to their
16 original respective positions.

17 5. The Parties agree to abide by the terms of the Settlement Agreement in good
18 faith and to support the Settlement Agreement fully and to use their best efforts to defend
19 this Settlement Agreement from any legal challenge, whether by appeal or collateral attack.

20 6. On November 18, 2025, the Parties participated in a full-day of mediation
21 with Tagore Subramaniam (the “Mediator”), a well-respected mediator in the field of
22 employment law and wage-and-hour class actions. After a full-day of mediation, the Parties
23 agreed—based on a mediator’s proposal—to the principal terms of a class action and PAGA
24 settlement and entered into a Memorandum of Agreement (“MOA”) setting forth those
25 terms, which have now been expanded upon in this Stipulation.

26 7. Class Counsel conducted a significant investigation during the prosecution of
27 the Action. This investigation included, among other things, (a) telephonic and Zoom
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1 conferences with Plaintiff; (b) inspection and analysis of numerous payroll and policy
2 documents and other information produced by Plaintiff and Defendants; (c) analysis of the
3 legal positions taken by Defendants; (d) investigation into the viability of class treatment
4 of the claims asserted in the Action; (e) analysis of potential class-wide damages, including
5 information sufficient to understand Defendants' potential defenses to Plaintiff's claims;
6 (f) research of the applicable law with respect to the claims asserted in the Action and the
7 potential defenses thereto; (g) assembling and analyzing of data for calculating damages;
8 and (i) hired the services of an expert to analyse and prepare Defendants' exposure.

9 8. The informal discovery conducted in this matter, as well as discussions
10 between counsel, have been adequate to give the Class Representative and Class Counsel a
11 sound understanding of the merits of their positions, to evaluate the risks of continued
12 litigation and the value of the Settlement Class's claims, to reliably assess the merits of the
13 Parties' positions, and to compromise the issues on a fair and equitable basis.

14 9. The settlement discussions before, during, and after mediation were
15 conducted at arm's length and the settlement of the Action is the result of an informed and
16 detailed analysis of Defendants' potential liability in relation to the costs and risks
17 associated with continued litigation.

18 10. Plaintiff and Class Counsel believe that the claims, causes of action,
19 allegations, and contentions asserted in the Action have merit. However, Plaintiff and Class
20 Counsel recognize and acknowledge the expense and delay of continued lengthy
21 proceedings necessary to prosecute the Action against Defendants through trial and
22 appeals. Class Counsel has taken into account: 1) the uncertain outcome of the litigation;
23 2) the risk of continued litigation in complex actions such as this lawsuit; 3) the difficulties
24 and delays inherent in such litigation; 4) the potential difficulty of obtaining certification
25 of the Action; and 5) the potential risk of trying the claims of the class. Class Counsel is
26 mindful of the potential problems of proof under, and possible defenses to, the claims
27 alleged in the Action and litigation of those claims on a class-wide basis.

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1 11. Class Counsel believes that the Settlement set forth in this Settlement
2 Agreement confers substantial benefits upon Plaintiff and the Class Members, and that an
3 independent review of this Settlement Agreement by the Court in the approval process will
4 confirm this conclusion. Based on their own independent investigation and evaluation,
5 Class Counsel has determined that the Settlement set forth in the Stipulation is in the best
6 interests of Plaintiff and the Class Members.

7 12. Based on the data and documents produced during formal and informal
8 discovery and in response to Plaintiff's Labor Code sections 226 and 1198.5 records request,
9 Class Counsel's own independent investigation and evaluation, and the Mediator's efforts,
10 Class Counsel believes that Plaintiff's settlement with Defendants for the consideration
11 provided and on the terms set forth in this Settlement Agreement is fair, reasonable, and
12 adequate, and is in the best interest of the Class Members in light of all known facts and
13 circumstances, including the risk of significant delay and uncertainty associated with
14 litigation, various defenses asserted by Defendants, the contested legal and factual issues
15 involved, and potential appellate issues.

16 **DEFINITIONS**

17 The following definitions are applicable to this Settlement Agreement. Definitions
18 contained elsewhere in this Settlement Agreement will also be effective:

19 13. "Action" means *Crystal Eadie v. Clearman's North Woods Inn of Covina, et*
20 *al.*, Los Angeles Superior Court Case Number 25STCV01887

21 14. "**Aggrieved Employees**" means those Class Members who worked for
22 Defendants within the PAGA Period.

23 15. "**Class Counsel's Fees and Costs**" means attorneys' fees agreed upon by
24 the Parties and approved by the Court for Class Counsel's litigation and resolution of this
25 Action. Class Counsel's Fees and Costs shall include all costs incurred and to be incurred
26 by Class Counsel in the Action, including, but not limited to, costs associated with
27 documenting the Settlement, securing the Court's approval of the Settlement, responding
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1 to any objections to the settlement and appeals arising therefrom, administering the
 2 Settlement, and obtaining entry of a Judgment terminating this Action, and expenses for
 3 any experts. Class Counsel will request attorneys’ fees not in excess of one-third of the
 4 Maximum Settlement Amount (*i.e.*, up to Four Hundred Sixteen Thousand Six Hundred
 5 Sixty Six Dollars and Sixty Seven Cents (\$416,666.67)). The Class Counsel’s Fees and Costs
 6 will also mean and include the additional reimbursement of Class Counsel’s actual
 7 reasonable costs incurred in connection with Class Counsel’s litigation and settlement of
 8 the Action, up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000), subject to the
 9 Court’s approval. Defendants agree not to oppose Class Counsel’s request for fees and
 10 reimbursement of costs as set forth above.

11 16. “**Settlement Administrator**” means a third-party class action settlement
 12 claims administrator selected by the Parties and approved by the Court for purposes of
 13 administering this Settlement. The Parties each represent that they will not select a
 14 Settlement Administrator in which either Party has any financial interest or other
 15 relationship that could create a conflict of interest.

16 17. “**Settlement Administration Costs**” means the costs payable from the
 17 Maximum Settlement Amount to the Settlement Administrator for administering this
 18 Settlement, including, but not limited to, printing, distributing, and tracking documents
 19 for this Settlement, calculating estimated amounts per Class Member, tax reporting,
 20 distributing the appropriate settlement amounts, and providing necessary reports and
 21 declarations, and other duties and responsibilities set forth herein to process this
 22 Settlement, and as requested by the Parties. The Settlement Administration Costs will be
 23 paid from the Maximum Settlement Amount and shall not exceed \$25,000.

24 18. “**Class Counsel**” means Elliot J. Siegel and Melissa Rinehart of King & Siegel
 25 LLP.

26 19. “**Class List**” means a complete list of all Class Members that Defendants will
 27 diligently and in good faith compile from their records and provide confidentially to the
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1 Settlement Administrator within 10 calendar days after Preliminary Approval of this
2 Settlement. The Class List will be formatted in a readable Microsoft Office Excel
3 spreadsheet and will include, to the extent in the possession of Defendants or its agents,
4 Class Members’ names; last-known addresses; last-known telephone numbers; last-known
5 email address; social security numbers; start dates of employment; end dates of
6 employment; number of weeks worked by each Class Member during the Class Period; the
7 number of pay periods worked by each Aggrieved Employee during the PAGA Period.

8 20. “Class Member(s)” or “Settlement Class” or the “Class” means *all*
9 *persons who worked at least one 3.5-hour shift as a non-exempt employee for Defendants*
10 *in California during the Class Period.*

11 21. “Class Period” means the period from January 23, 2021 through [*the date*
12 *of preliminary approval subject to the Escalator Clause*].

13 22. “Class Representative” means Plaintiff Crystal Eadie who will seek to be
14 appointed as the representative for the Settlement Class.

15 23. “Class Representative Enhancement Payment” means the amounts to
16 be paid to Plaintiff in recognition of her efforts and work in prosecuting the Action on
17 behalf of Class Members and negotiating the Settlement. Defendants agree not to dispute
18 that the Class Representative will be paid, subject to Court approval, up to Five Thousand
19 Dollars and Zero Cents (\$5,000) from the Maximum Settlement Amount for her services
20 on behalf of the class, subject to the Court granting Final Approval of this Settlement
21 Agreement and subject to the exhaustion of any and all appeals. Should the Court reduce
22 the Class Representative Enhancement Payment, any such reduction shall revert to the Net
23 Settlement distributed to Participating Class Members.

24 24. “Court” means the Superior Court of California, County of Los Angeles

25 25. “Defendants” means Clearman’s North Woods Inn, Inc., Clearman’s North
26 Woods Inn of Covina, Clearman’s North Woods Inn of Lamirada, Inc., Clearman’s Golden
27 Cock Inn, Inc., and Clearman’s Steak ‘N Stein Inn, Inc.

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1 26. “**Defense Counsel**” means Nancy Yaffe and Steven P. Gallagher at Fox
2 Rothschild LLP.

3 27. “**Effective Date**” means the date on which the Settlement embodied in this
4 Stipulation shall become effective and is the date after all of the following events have occurred:
5 (i) the long-form Stipulation of Settlement has been executed by Plaintiff and Defendants; (ii)
6 the Court has given Preliminary Approval to the Settlement, including approving a provisional
7 Settlement Class; (iii) notice has been given to the putative members of the Settlement Class,
8 providing them with an opportunity to object to the terms of the Settlement or to opt-out of
9 the Settlement; and (iv) either (1) the Court has held a formal fairness hearing and, having
10 heard no objections by any Class Members to the Settlement, has given Final Approval to the
11 Settlement, including entering a final order and judgment certifying the Settlement Class and
12 approving this Settlement Agreement; or (2) in the event there are oral or written objections
13 filed by Class Members prior to or at the formal fairness hearing which are not later withdrawn
14 or denied, the later of the following events: (a) five (5) business days after the period for filing
15 any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval of the
16 Settlement have elapsed without any appeal, writ, or other appellate proceeding having been
17 filed; or (b) five (5) business days have elapsed following the final and conclusive dismissal or
18 resolution of any appeal, writ, or other appellate proceeding opposing the Settlement, with no
19 right to pursue further appellate remedies or relief.

20 28. “**Individual Class Payment**” means each Participating Class Member’s
21 share of the Net Settlement Amount, to be distributed to the Class Members who do not
22 submit a valid Request for Exclusion, to be paid without the need to submit a claim.

23 29. “**Individual PAGA Payment**” means each Aggrieved Employee’s pro rata
24 share of the 25% of the Labor and Workforce Development Agency Payment allocated to
25 the Aggrieved Employees. Aggrieved Employees will receive their Individual PAGA
26 Payment regardless of whether they submit a valid Request for Exclusion.

27 30. “**Labor and Workforce Development Agency Payment**” means the
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1 amount that the Parties have agreed that Defendants will pay in connection with Plaintiff’s
 2 Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*
 3 (“PAGA”)) cause of action. The Parties have agreed that One Hundred Twenty Five
 4 Thousand Dollars and Zero Cents (\$125,000) of the Maximum Settlement Amount will be
 5 allocated to the resolution of the Aggrieved Employees’ claims arising under PAGA (“PAGA
 6 Settlement Amount”). Pursuant to PAGA, Sixty-Five Percent (65%), or Eighty One
 7 Thousand Two Hundred Fifty Dollars and Zero Cents (\$81,250), of the PAGA Settlement
 8 Amount will be paid to the California Labor and Workforce Development Agency
 9 (“LWDA”), and Thirty-Five Percent (35%), or Forty Three Thousand Seven Hundred Fifty
 10 Dollars and Zero Cents (\$43,750), of the PAGA Settlement Amount will be paid to the Class
 11 Members, as allegedly Aggrieved Employees, as part of the Net Settlement Amount.

12 31. “**Maximum Settlement Amount**” (“MSA”) means the maximum
 13 settlement amount of One Million Two Hundred Fifty Thousand and Zero Cents
 14 (\$1,250,000) to be paid by Defendants in full satisfaction of all claims arising from the
 15 Action. The Maximum Settlement Amount shall include all Individual Class Settlement
 16 Payments to Participating Class Members, Individual PAGA Payments, the Class
 17 Representative Enhancement Payment, Settlement Administration Costs to the Settlement
 18 Administrator, the Labor and Workforce Development Agency Payment, and the Class
 19 Counsel’s Fees and Costs. Defendants agree that it is responsible for employer-side payroll
 20 taxes, which are not included in the Maximum Settlement Amount and are to be paid in
 21 addition to the Maximum Settlement Amount. The Maximum Settlement Amount is non-
 22 reversionary.

23 32. “**Net Settlement Amount**” means the portion of the Maximum Settlement
 24 Amount remaining after deduction of the approved Class Representative Enhancement
 25 Payment, Settlement Administration Costs, Labor and Workforce Development Agency
 26 Payment, and Class Counsel’s Fees and Costs. The Net Settlement Amount will be
 27 distributed to Participating Class Members and Individual PAGA Payment.
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1 33. “**Notice of Objection**” means a Class Member’s valid and timely written
2 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must
3 include: (a) the objector’s full name, signature, address, telephone number, and the last
4 four digits of the objector’s social security number, (b) the dates the objector was employed
5 by Defendants in California, (c) a written statement of all grounds for the objection
6 accompanied by any legal support for such objection, and (d) copies of any papers, briefs,
7 or other documents upon which the objection is based.

8 34. “**Notice Packet**” or “**Notice**” means the Notice of Class Action Settlement
9 and Share Form, substantially in the form attached as **Exhibit A**.

10 35. “**PAGA Period**” shall run from January 23, 2024 through [the date of
11 preliminary approval subject to the Escalator Clause].

12 36. “**Parties**” means Plaintiff and Defendants, collectively.

13 37. “**Participating Class Members**” means all Class Members who do not
14 submit valid and timely Requests for Exclusion.

15 38. “**Plaintiff**” or “**Named Plaintiff**” or “**Class Representative**” means
16 Crystal Eadie.

17 39. “**Preliminary Approval**” means the Court order granting preliminary
18 approval of the Settlement in an order in substantially the same form as the order attached
19 as **Exhibit B**.

20 40. “**Final Approval**” means the Court granting final approval of the
21 Settlement and entering final judgement in an order in substantially the same form as the
22 order attached as **Exhibit C**.

23 41. “**Released Claims**” means all claims that were alleged or could reasonably
24 have been alleged based on the facts set forth in the currently operative Class Complaint
25 and/or the LWDA letter, including but not limited to all of the following claims for relief:
26 (1) failure to pay reporting time wages; (2) failure to provide compliant meal periods; (3)
27 failure to provide compliant rest periods; (4) failure to reimburse necessary business
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1 expenses; (5) failure to maintain and provide complete and accurate wage statements; (6)
 2 failure to pay wages when due; and (7) Violation of California Business & Professions Code
 3 §§ 17200, et seq.; and (8) Private Attorneys General Act (PAGA) penalties. It is the intent
 4 of the Parties that the judgment entered by the Court upon Final Approval of the Settlement
 5 shall have *res judicata* and/or collateral estoppel effect and be final and binding upon
 6 Plaintiff and all Participating Class Members regarding all of the Released Claims. The
 7 Release will only take effect upon the latter of the Effective Date and full funding of the
 8 MSA by Defendants.

9 42. “**Release Period**” means the period from January 23, 2021 through *[the*
 10 *date of preliminary approval subject to the Escalator Clause]*.

11 43. “**Released PAGA Claims**” means the release of claims for civil penalties
 12 under PAGA asserted in the Complaint or LWDA letter, or that could have reasonably been
 13 alleged based on the factual allegations contained in the PAGA Notice. The Released PAGA
 14 Claims shall be released through the PAGA Release Period. No Aggrieved Employee may
 15 opt out of the PAGA Release and will be bound by this Release regardless of whether they
 16 cash their Individual PAGA Payment. The Release will only take effect upon the latter of
 17 the Effective Date and full funding of the MSA by Defendants.

18 44. “**PAGA Release Period**” means the period from January 23, 2024 through
 19 *[the date of preliminary approval subject to the Escalator Clause]*.

20 45. “**Released Parties**” shall mean Defendants, each Defendant’s parent(s) or
 21 subsidiary(ies), and each of their officers, directors, and owners, as applicable.

22 46. “**Request for Exclusion**” means a timely letter submitted by a Class
 23 Member indicating a request to be excluded from the Settlement. The Request for
 24 Exclusion must: (a) be signed by the Class Member; (b) contain the name, address,
 25 telephone number, and the last four digits of the Social Security Number of the Class
 26 Member requesting exclusion; (c) clearly state that the Class Member received the Notice,
 27 does not wish to participate in the Settlement, and wants to be excluded from the
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1 Settlement; (d) be returned by first class mail or overnight delivery to the Settlement
2 Administrator at the specified address; and, (e) be postmarked on or before the Response
3 Deadline. The date of the postmark on the return mailing envelope will be the exclusive
4 means to determine whether a Request for Exclusion has been timely submitted. Requests
5 for exclusion may not be submitted by email. A Class Member who does not request
6 exclusion from the Settlement will be deemed a Participating Class Member and will be
7 bound by all terms of the Settlement, if the Settlement is granted Final Approval by the
8 Court.

9 47. “**Response Deadline**” means the deadline by which Class Members must
10 postmark to the Settlement Administrator valid Share Forms, Requests for Exclusion, or
11 file and serve objections to the Settlement. The Response Deadline will be 30 calendar days
12 from the initial mailing of the Notice Packet by the Settlement Administrator, unless the
13 30th day falls on a Sunday or federal holiday, in which case the Response Deadline will be
14 extended to the next day on which the U.S. Postal Service is open. The Response Deadline
15 for Objections or Requests for Exclusion will be extended fifteen (15) calendar days for any
16 Class Member who is re-mailed a Notice Packet by the Settlement Administrator, unless
17 the 15th day falls on a Sunday or federal holiday, in which case the Response Deadline will
18 be extended to the next day on which the U.S. Postal Service is open. The Response
19 Deadline may also be extended by express agreement between Class Counsel and
20 Defendants. Under no circumstances, however, will the Settlement Administrator have the
21 authority to extend the deadline for Class Members to submit a Request for Exclusion, or
22 objection to the Settlement other than as provided herein.

23 48. “**Settlement**” or “**Stipulation**” means the Parties’ agreement to resolve the
24 Action on terms and conditions as set forth in this Settlement Agreement.

25 49. “**Workweeks**” means the number of weeks worked by each Class Member as
26 a non-exempt employee during the Class Period. Workweeks are determined by calculating
27 the number of days each Class Member worked during the Class Period and dividing by
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1 seven (7). Partial workweeks will not be counted, meaning incomplete workweeks will be
2 rounded down; however, a Class Member who worked only one day during the Class Period
3 will be credited with having worked one Workweek for purposes of the Settlement.

4 **CLASS CERTIFICATION**

5 50. Solely for purposes of settling the Action, the Parties stipulate and agree that
6 the requisites for establishing class certification with respect to the Settlement Class have
7 been met and are met. If the Settlement is not approved by the Court, Defendants retain all
8 rights and opportunities to contest class certification on all issues in the Action. More
9 specifically, the Parties stipulate and agree for purposes of this Settlement only that:

10 a. The Settlement Class is ascertainable and so numerous as to make it
11 impracticable to join all Class Members;

12 b. There are common questions of law and fact including, but not limited to, the
13 following:

14 i. Whether Defendants had a common policy and/or practice of
15 depriving Plaintiff and Class Members of required reporting time wages;

16 ii. Whether Defendants unlawfully and/or willfully failed to
17 compensate Plaintiff and Class Members with required reporting time wages;

18 iii. Whether Defendants had a common policy and/or practice of
19 depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

20 iv. Whether Defendants unlawfully and/or willfully deprived
21 Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

22 v. Whether Defendants had a common policy and/or practice of
23 depriving Plaintiff and Class Members of premium pay in lieu of compliant, off-duty meal
24 and/or rest periods;

25 vi. Whether Defendants unlawfully and/or willfully deprived
26 Plaintiff and Class Members of premium pay in lieu of compliant, off-duty meal and/or
27 rest periods;

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vii. Whether Defendants have a common policy and/or practice of failing to reimburse Plaintiff and Class Members for reasonable business expenses;

viii. Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class Members for reasonable business expenses;

ix. Whether Defendants have a common policy and/or practice of failing to maintain complete or accurate payroll records in the State of California;

x. Whether Defendants unlawfully and/or willfully failed to maintain complete or accurate payroll records in the State of California;

xi. Whether Defendants have a common policy and/or practice of failing to provide complete or accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

xii. Whether Defendants unlawfully and/or willfully failed to provide complete and accurate wage statements reflecting all hours worked, applicable rates of pay, and wages earned to Plaintiff and Class Members;

xiii. Whether Defendants have a common policy and/or practice of failing to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

xiv. Whether Defendants unlawfully and/or willfully failed to pay Plaintiff and Class Members all wages at the time they became due, at the time of discharge, or within seventy-two (72) hours of leaving Defendants' employ;

xv. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief; and

xvi. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law.

c. That the Class Representative's claims are typical of the claims of the members of the Settlement Class.

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1 d. That the Class Representative and Class Counsel will fairly and adequately
2 protect the interests of the Settlement Class.

3 e. That the prosecution of separate actions by individual members of the
4 Settlement Class would create the risk of inconsistent or varying adjudications, which
5 would establish incompatible standards of conduct.

6 f. That questions of law and fact common to the members of the Settlement
7 Class predominate over any questions affecting any individual member in such Class, and
8 that a class action is superior to other available means for the fair and efficient adjudication
9 of the controversy.

10 g. The Parties agree that this stipulation regarding class certification is for the
11 sole purpose of facilitating settlement approval. Should the Court ultimately deny
12 settlement approval, the Parties agree that Defendants maintain and have the right to
13 contend that class certification, for all the issues enumerated herein, is improper based
14 upon all defenses available to Defendants prior to execution of this Stipulation.

15 **TERMS OF AGREEMENT**

16 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
17 agreements set forth herein, the Parties agree, subject to the Court’s approval, as follows:

18 51. Funding of the Maximum Settlement Amount. Within ten calendar days of
19 the Effective Date, the Settlement Administrator will provide the Parties with an
20 accounting of the amounts to be paid by Defendants pursuant to the terms of the
21 Settlement. Defendants shall fund the MSA within 20 days of the Effective Date. Defendants
22 will make the required deposit of the Maximum Settlement Amount in the amount of
23 \$1,250,000 (“Maximum Settlement Amount”);

24 52. Within ten calendar days of the funding of the Maximum Settlement Amount,
25 the Settlement Administrator will issue payments to: (a) Class Representative; (b) Class
26 Counsel; (c) the Participating Class Members; (d) the Labor and Workforce Development
27 Agency; and (e) the Settlement Administrator.

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1 53. Class Counsel’s Fees and Costs. Defendants agree not to oppose or impede
2 any application or motion by Class Counsel for Class Counsel’s Fees and Costs of up to one-
3 third of the Maximum Settlement Amount, or \$416,666.67 plus the reimbursement of
4 actual reasonable costs and expenses incurred in connection with Class Counsel’s litigation
5 and settlement of the Action, up to Twenty-Five Thousand Dollars and Zero Cents
6 (\$25,000), both of which will be paid from the Maximum Settlement Amount. For the
7 avoidance of doubt, any increase to the Maximum Settlement Amount caused by this
8 Paragraph shall apply to Class Counsel’s fees such that they shall be equal to one-third of
9 the amount of the escalated Maximum Settlement.

10 54. Class Representative Enhancement Payment. In recognition of her efforts
11 and work in prosecuting the Action on behalf of Class Members and the Aggrieved
12 Employees and in negotiating the Settlement, Defendants agree not to oppose or impede
13 any application or motion for a Class Representative Enhancement Payment of up to a total
14 of Five-Thousand Dollars and Zero Cents (\$5,000) to the Class Representative, subject to
15 the Court’s approval. The Class Representative Enhancement Payment, which will be paid
16 from the Maximum Settlement Amount, is in addition to the payment to which she is
17 entitled as Settlement Class Member or is entitled to as part of Plaintiff’s Individual Class
18 Payment. The Class Representative shall be bound by a complete Section 1542 release and
19 waiver of all claims known and unknown, without exception, against the “Released parties”,
20 except as may be prohibited by law. The Release will only become effective upon the
21 funding of the Gross Settlement Amount by Defendants.

22 55. Settlement Administration Costs. The Settlement Administrator will be paid
23 for the reasonable costs of administration of the Settlement and distribution of payments
24 from the Maximum Settlement Amount, which is capped at no more than \$25,000. These
25 costs, which will be paid from the Maximum Settlement Amount, will include, for instance,
26 costs incurred for the required tax reporting on the Individual Class Payments, the issuing
27 of W-2 and 1099 IRS Forms, distributing the Notice Packet, calculating Class Members’
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1 workweeks, and calculating and distributing the Maximum Settlement Amount and Class
2 Counsel's Fees and Costs, and providing necessary reports and declarations.

3 56. Labor and Workforce Development Agency Payment. Subject to Court
4 approval, the Parties agree that the amount of One Hundred Twenty Five Thousand Dollars
5 and Zero Cents (\$125,000) of the Maximum Settlement Amount will be allocated to the
6 resolution of the Aggrieved Employees' claims arising under PAGA ("PAGA Settlement
7 Amount"). Pursuant to PAGA, Sixty-Five Percent (65%), or Eighty One Thousand Two
8 Hundred Fifty Dollars and Zero Cents (\$81,250), of the PAGA Settlement Amount will be
9 paid to the California Labor and Workforce Development Agency ("LWDA"), and Thirty-
10 Five Percent (35%), or Forty Three Thousand Seven Hundred Fifty Dollars and Zero Cents
11 (\$43,750), of the PAGA Settlement Amount will be paid to the Class Members, as allegedly
12 Aggrieved Employees, as part of the Net Settlement Amount.

13 57. Net Settlement Amount. "Net Settlement Amount" shall mean the Maximum
14 Settlement Amount *minus* Settlement Administration Costs, Class Counsel's Fees and
15 Costs, Class Representative Enhancement Payment, the portion of the Labor and
16 Workforce Development Agency Payment that will be paid to the LWDA, and Individual
17 PAGA Payment.

18 58. Settlement Administration Cost Decreases. Any portion of the estimated or
19 designated Settlement Administration Costs which are not required to fulfill the total
20 Settlement Administration Costs will become part of the Net Settlement Amount.

21 59. Individual Class Payment and Individual PAGA Payment Calculations.
22 Individual Class Payments will be calculated and apportioned from the Net Settlement
23 Amount based on the Workweeks a Participating Class Member worked during the Class
24 Period. Individual PAGA Payments will be separately calculated and apportioned from the
25 portion of the PAGA amount intended for Aggrieved Employees. Specific calculations of
26 Individual Class Payments and Individual PAGA Payments will be made as follows:

27 a. The Settlement Administrator will calculate the number of Workweeks
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per Participating Class Member during the Class Period based on records in Defendants’ possession, custody, or control. Workweeks are determined by identifying each week an employee actually worked based on Defendants’ timekeeping and/or payroll data. A Class Member who worked only one day during the Class Period will be credited with having worked one Workweek for purposes of the Settlement.¹ Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down.

b. The Settlement Administrator will calculate the total Workweeks for all Settlement Class Members by adding the number of Workweeks worked by each Settlement Class Member during the Class Period.

c. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for each Settlement Class Member, resulting in the Payment Ratio for each Settlement Class Member.

d. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Class Payments.

e. Using the Class Data, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Aggrieved Employees’ individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA payment allocated to Aggrieved Employees. Partial pay periods will not be counted, meaning incomplete pay periods will be rounded down; however, an Aggrieved Employee who worked only one day during the PAGA Period will be credited with having worked one pay period for purposes of the Settlement.

¹ Defendants’ Workweek data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator in consultation with Class Counsel and counsel for Defendants. The Settlement Administrator’s decision on all Workweek disputes will be final and non-appealable.

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1 60. Limited Confidentiality. The Parties agree not to issue press releases,
2 communicate with, or respond to, any media or publication entities concerning the
3 Settlement, including the fact of the Settlement, its terms or contents, and the negotiations
4 underlying the Settlement prior to final approval and Entry of Judgment, except as
5 required by law or as shall be contractually required to effectuate the terms of the
6 Settlement as set forth herein. Nothing stated herein shall prohibit Class Counsel from
7 discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with
8 Class Members and/or (ii) in court filings, including in their respective firm resumes,
9 and/or (iii) in all necessary motions and supporting memoranda related to preliminary and
10 final approval of the Settlement or for other class action settlements. This provision also
11 does not limit Class Counsel (i) from complying with ethical obligations; or (ii) from
12 posting a neutral description of publicly available facts regarding the Settlement, provided
13 that such posting does not expressly identify Defendants by name. Further, Defendants
14 agree that if any person or entity shall inquire about the past employment history of
15 Plaintiff, Defendants shall give neutral references only. In response to any inquiries about
16 Plaintiff, Defendants shall disclose the dates of her employment, last position held and,
17 with written authorization and shall state that this information is being provided in
18 accordance with company policy. The Parties further agree that they, their agents,
19 representatives and attorneys shall not make any disparaging comments or statements to
20 the public, including through any social media, to the press, or to any individual or entity
21 with whom or which they, or any of their subsidiaries or affiliates, have a business
22 relationship, or to others. For purposes of this paragraph, “disparage” shall mean any
23 negative, untruthful statement, whether written or oral.

24 61. Class Member Communications. Defendants will instruct its officers,
25 directors, and exempt managers that, should they be contacted by Class Members or
26 persons who believe they may be Class Members in relation to this Agreement, such
27 officers, directors, and exempt managers should make no comment except those necessary
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1 to direct the employees to Defendants’ administrators, who will be instructed to direct such
2 Class Members to the Settlement Administrator and the Class Notice, or Class Counsel, and
3 to provide such Class Members with contact information for the Settlement Administrator
4 and Class Counsel. Defendants agree not to discourage or prevent Class Members from
5 exercising any of their rights or obligations pursuant to this Agreement. At no time will any
6 of the Parties or their counsel take any action to encourage, support, require, or induce
7 Class Members to object to the Settlement Agreement, opt-out from the Settlement, or
8 appeal from the Order and Judgment. Notwithstanding the foregoing, Defendants may ask
9 current employee Class Members to sign arbitration agreements as long as they will only
10 be considered to infringe rights after the Class Period ends and exclude from their scope
11 any restriction on any right to receive benefits of this Settlement.

12 62. Settlement Awards Do Not Trigger Additional Benefits. All Individual Class
13 Payments to Participating Class Members shall be deemed to be paid to such Participating
14 Class Members solely in the year in which such payments are received by the Participating
15 Class Members. It is expressly understood and agreed that the receipt of such Individual
16 Class Payments will not entitle any Participating Class Member to additional compensation
17 or benefits under any company bonus, commission, or other compensation or benefit plan
18 or agreement in place during the period covered by the Settlement, nor will it entitle any
19 Participating Class Member to any increased retirement, 401K benefits or matching
20 benefits, or deferred compensation benefits. It is the intent of the Parties to this Settlement
21 that the Individual Class Payments provided for in this Settlement are the sole payments
22 to be made by Defendants to the Participating Class Members, and that the Participating
23 Class Members are not entitled to any new or additional compensation or benefits as a
24 result of having received the Individual Settlement Payments (notwithstanding any
25 contrary language or agreement in any benefit or compensation plan document that might
26 have been in effect during the period covered by this Settlement).

27 63. Settlement Administration Process. The Parties agree to cooperate in the
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1 administration of the Settlement and to make all reasonable efforts to control and minimize
2 the costs and expenses incurred in administration of the Settlement.

3 64. Delivery of the Class List. Within 10 calendar days of Preliminary Approval,
4 Defendants will provide the Class List to the Settlement Administrator.

5 65. Notice by First-Class U.S. Mail. Within five (5) calendar days following
6 receipt of the Class List, the Settlement Administrator will mail a Notice Packet,
7 substantially in the form attached hereto as **Exhibit A**, to all Class Members via regular
8 First-Class U.S. Mail, using the most current, known mailing addresses identified in the
9 Class List. Each Notice Packet will provide: (a) information regarding the nature of the
10 Action; (b) a summary of the Settlement’s principal terms; (c) the Settlement Class
11 definition; (d) each Class Member’s estimated Individual Class Payment and the formula
12 for calculating Individual Class Payments; (e) the dates which comprise the Class Period;
13 (f) instructions on how to submit valid Requests for Exclusion or objections; (g) the
14 deadlines by which the Class Member must fax or postmark Requests for Exclusions or file
15 and serve objections to the Settlement; (h) the claims to be released, as set forth herein;
16 and (i) the date for the Final Approval Hearing.

17 66. Confirmation of Contact Information in the Class Lists. Prior to mailing, the
18 Settlement Administrator will perform a search based on the National Change of Address
19 Database for information to update and correct for any known or identifiable address
20 changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable
21 on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail
22 to the forwarding address affixed thereto and the Settlement Administrator will indicate
23 the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the
24 Settlement Administrator will promptly attempt to determine the correct address using a
25 skip-trace, or other search using the name, address and/or Social Security number of the
26 Class Member involved and will then perform a single re-mailing.

27 67. The Settlement Administrator shall exercise its best judgment to determine
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1 the current mailing address for each Class Member. The address identified by the
2 Settlement Administrator as the current mailing address shall be presumed to be the best
3 mailing address for each Class Member.

4 68. Disputed Information on Notice Packets. Class Members and Aggrieved
5 Employees will have an opportunity to dispute the information provided in their Notice
6 Packets. To the extent Class Members/Aggrieved Employees dispute the number of weeks
7 he/she worked during the Class Period or PAGA Period, or the amount of their Individual
8 Class Payment or Individual PAGA Payment, Class Members may produce evidence to the
9 Settlement Administrator showing that such information is inaccurate. Any disputes, along
10 with supporting documentation, must be postmarked on or before the Response Deadline.
11 Absent evidence rebutting Defendants' records, Defendants' records will be presumed
12 determinative. However, if a Class Member or Aggrieved Employee produces evidence to
13 the contrary, the Settlement Administrator will evaluate the evidence submitted by the
14 Class Member/Aggrieved Employee in consultation with Class Counsel and counsel for
15 Defendants' and will make the final decision as to the Individual Class Payment/Individual
16 PAGA Payment to which the Class Member/Aggrieved Employee may be entitled with
17 input from Class and Defense Counsel. This determination shall be binding on the Class
18 Member and Aggrieved Employee.

19 69. Request for Exclusion Procedures. Any Class Member wishing to opt-out
20 from the Settlement Agreement must sign and postmark a written Request for Exclusion
21 to the Settlement Administrator within the Response Deadline. The date of the postmark
22 on the return mailing envelope will be the exclusive means to determine whether a Request
23 for Exclusion has been timely submitted. Requests for Exclusion shall not be accepted by
24 email. All Requests for Exclusion will be submitted to the Settlement Administrator, who
25 will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion
26 that were timely submitted. Any Class Member who submits a Request for Exclusion shall
27 be prohibited from objecting to the Settlement Agreement. Class Counsel shall be entitled
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1 to only the name of any Class Member who opts out or attempts to opt out, however, the
2 Settlement Administrator shall be allowed to authenticate any opt outs, including the
3 (redacted) actual request for exclusion, as set forth in Paragraph 72.

4 70. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
5 Member who does not affirmatively opt-out of the Settlement Agreement by submitting a
6 timely and valid Request for Exclusion will be bound by all of the terms of the Settlement
7 Agreement, including those pertaining to the Released Claims, as well as any Judgment
8 that may be entered by the Court if it grants Final Approval to the Settlement.

9 71. Objection Procedures. To object to the Settlement Agreement, a Class
10 Member must file a valid Notice of Objection with the Settlement Administrator on or
11 before the Response Deadline. The Settlement Administrator shall serve all objections as
12 received on Class Counsel and Defendants' Counsel. It shall not be a breach of this
13 Agreement for Class Counsel to file the Objections with the Court per the Court's
14 instruction, local rules, or as otherwise required for approval of this Settlement Agreement.
15 The Notice of Objection shall be signed by the Class Member and contain all information
16 required by this Settlement Agreement. The postmark date of the filing and service will be
17 deemed the exclusive means for determining that the Notice of Objection is timely. Class
18 Members may also raise objections orally at the Final Fairness and Approval hearing,
19 whether or not they previously submitted a valid Notice of Objection. At no time will any
20 of the Parties or their counsel take any action to encourage, support, or induce Class
21 Members to object to the Settlement Agreement, opt-out from the Settlement, or appeal
22 from the Order and Judgment. Class Counsel will not represent any Class Members with
23 respect to any such objections to this Settlement.

24 72. Certification Reports Regarding Individual Class Payment Calculations. The
25 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly
26 report which certifies: (a) the number of Class Members who have submitted valid
27 Requests for Exclusion; and (b) whether any Class Member has submitted a challenge to
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1 any information contained in their Claim Form or Notice Packet. Additionally, the
2 Settlement Administrator will provide to counsel for both Parties any updated reports
3 regarding the administration of the Settlement Agreement as needed or requested. No later
4 than 30 days prior to the deadline for Class Counsel to file its motion in support of the Final
5 Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to
6 Class Counsel and Defense Counsel a declaration with summary information of the Notice
7 process, including but not limited to: (a) the total amount of final Individual Class
8 Payments of each Settlement Class Member; (b) the number of Settlement Class Members
9 to receive such payments; (c) the final number of requests for exclusion/opt-outs requests
10 and objections; (d) the Settlement Administrator's qualifications for administration; and
11 (e) an explanation of the steps taken to implement the Notice process as set forth in this
12 Agreement. The Settlement Administrator will also provide a copy of each opt-out request
13 and objection, authenticate those documents, and provide all necessary details as
14 requested by Counsel regarding the timing and handling of any opt-out requests and
15 objections; however, Class Counsel shall only be entitled to the name of any Class Member
16 who opts out or attempts to opt out, and any contact information shall be redacted.

17 73. Uncashed Settlement Checks. Any checks issued by the Settlement
18 Administrator to Participating Class Members will be negotiable for 180 calendar days
19 from the date the check was issued (the "Void Date"). For any Class Member whose
20 Individual Class Payment check or Individual PAGA Payment check is uncashed and
21 cancelled after the Void Date, the Administrator shall transmit the funds represented by
22 such checks to the California State Unclaimed Property Fund to be held in name of the
23 Class Member.

24 74. Certification of Completion. Upon completion of administration of the
25 Settlement, the Settlement Administrator will provide a written declaration under oath to
26 certify such completion to the Court and counsel for all Parties.

27 75. Treatment of Individual Class Payments and Individual PAGA Payments. All
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1 Individual Class Payments will be allocated as follows: of each Individual Class Payment,
2 15% will be allocated as alleged unpaid wages, 85% will be allocated as alleged unpaid civil
3 penalties, and unpaid interest. The percentage of each Individual Class Payment allocated
4 as wages will be reported on an IRS Form W-2 by the Settlement Administrator. The
5 remaining percentage of each Individual Class Payment shall be allocated as interest,
6 penalties, and reimbursement, and will be reported on an IRS Form-1099 by the Settlement
7 Administrator. All Individual PAGA Payments will be allocated as alleged penalties and will
8 be reported on an IRS Form-1099 by the Settlement Administrator.

9 76. Administration of Taxes by the Settlement Administrator. The Settlement
10 Administrator will be responsible for issuing to Plaintiff, Participating Class Members,
11 Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be
12 required by law for all amounts paid pursuant to this Agreement. **Within five (5) business**
13 **days after the Effective Date,** the Settlement Administrator will provide the Parties with an
14 accounting of the amounts to be paid by Defendants pursuant to the terms of the
15 Settlement, including the amount of the employer contribution for payroll taxes to be paid
16 by Defendants.

17 77. Tax Liability. The Parties acknowledge that no tax advice has been offered or
18 given by any other Party, their attorneys, agents, or any other representatives, in the course
19 of these negotiations, and that each Party is relying upon the advice of his/its own tax
20 consultant with regard to any tax consequences that may arise as a result of the execution
21 of this Agreement. The Class Representatives and Class Counsel acknowledge that they may
22 be required to submit a Form W-9, and the Class Representatives, Class Members, and
23 Class Counsel acknowledge that the Settlement Administrator may be required to issue a
24 Form 1099 or other tax form reporting the consideration flowing to the Class
25 Representatives, Class Members, and Class Counsel under this agreement to the Internal
26 Revenue Services and/or other taxing authority. Nothing herein shall obligate the Class
27 Representatives, Class Members, and Class Counsel to pay, indemnify, or otherwise
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1 assume responsibility for any taxes that would be owed by Defendants in the first instance
 2 or as a result of any re-classification of the treatment of the payments, such as, for example,
 3 employer-side payroll contributions.

4 78. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
 5 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
 6 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
 7 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
 8 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
 9 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
 10 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
 11 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
 12 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
 13 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
 14 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
 15 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
 16 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
 17 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
 18 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
 19 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
 20 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
 21 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
 22 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
 23 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
 24 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
 25 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
 26 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
 27 AGREEMENT.

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

5 80. Release of Claims by Class Members. Upon the latter of the Effective Date and
6 full funding of the MSA by Defendants, each Participating Class Member, fully releases and
7 discharges the Released Parties for the Released Claims for the Class Period. Participating
8 Class Members will be deemed to have acknowledged and agreed that their claims for
9 wages and penalties in the Action are disputed, and that their Individual Class Payment
10 constitutes payment of all sums allegedly due to them. Participating Class Members will be
11 deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not
12 applicable to the Individual Class Payment.

13 81. Plaintiff's Released Claims. Upon the latter of the Effective Date and full
14 funding of the MSA by Defendants, Plaintiff will be bound by the same release as the Class.

15 82. Release of Claims by Aggrieved Employees and State. Upon the Effective Date
16 and full funding the Gross Settlement Amount by Defendants, the LWDA and the State,
17 through Plaintiff as their representative, fully release and discharge the Released Parties
18 for the Released PAGA Claims for the PAGA Release Period.

19 83. Duties of the Parties Prior to Court Approval. The Parties shall promptly
20 submit this Settlement Agreement to the Court in support of Plaintiff's Motion for
21 Preliminary Approval and determination by the Court as to the fairness, adequacy, and
22 reasonableness of the Settlement Agreement. Promptly upon execution of this Settlement
23 Agreement, the Parties shall apply to the Court for the entry of an order for:

- 24 a. Scheduling a fairness hearing on the question of whether the proposed
25 Settlement, including but not limited to, payment of Class Counsel's fees and costs, and the
26 Class Representative Enhancement Payment, should be finally approved as fair,
27 reasonable, and adequate as to the members of the Settlement Class;

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- 1 b. Preliminarily Certifying a Settlement Class;
- 2 c. Approving, as to form and content, the proposed Notice;
- 3 d. Approving the manner and method for Class Members to request exclusion
- 4 from the Settlement as contained herein and within the Notice;
- 5 e. Directing the mailing of the Notice, by first class mail to the Class Members;
- 6 and
- 7 f. Giving Preliminary Approval to Settlement subject to final review by the
- 8 Court.

9 84. Duties of the Parties Following Preliminary Court Approval. Following

10 Preliminary Approval by the Court of the Settlement provided for in this Settlement

11 Agreement and Notice to the Class, Class Counsel will submit a proposed final order of

12 approval and judgment for:

- 13 a. Approval of the Settlement, adjudging the terms thereof to be fair,
- 14 reasonable, and adequate, and directing consummation of its terms and provisions;
- 15 b. Approval of Class Counsel’s application for an award of attorneys’ fees and
- 16 costs;
- 17 c. Approval of the Class Representative Enhancement Payment to the Class
- 18 Representatives;
- 19 d. Approval of the Settlement Administration Costs of the Settlement
- 20 Administrator; and
- 21 e. That judgment be entered in this Action.

22 85. Rescission of Settlement Agreement (by Defendants). If more than ten

23 percent (10%) of the Class Members opt-out of the Settlement by submitting Requests for

24 Exclusion, Defendants may, at their option, rescind and void the Settlement and all actions

25 taken in furtherance of it will thereby be null and void. Defendants must exercise this right

26 of rescission, in writing, to Class Counsel within fourteen (14) calendar days after the

27 Settlement Administrator notifies the Parties of the total number of Requests for Exclusion

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1 received by the Response Deadline. If the option to rescind is exercised, Defendants shall
2 be solely responsible for all costs of the Settlement Administrator accrued to that point.

3 86. Escalator Clause. Defendants have represented that there are 842 Class
4 Members who worked 70,547 workweeks during the Class Period. Plaintiff has relied upon
5 these material representations in entering into this Agreement . In the event the released
6 work weeks are more than 10% greater than this amount, Defendants may elect to either (1)
7 purchase the additional work weeks at a pro-rata rate or (2) cut off the release period as of
8 the date the 10% cushion is exhausted. Defendants shall advise Class Counsel of their
9 election no less than ten days prior to the filing Plaintiff's Motion for Preliminary Approval,
10 provided that Class Counsel advises Defense counsel of the date they intend to file the
11 Motion for Preliminary Approval at least twenty days in advance of the filing deadline.

12 87. Adjustments to Components of Maximum Settlement Amount. This
13 Agreement contemplates those future adjustments to the amounts of components of the
14 Maximum Settlement Amount listed above may be necessary and/or may be ordered by
15 the Court. Any such future adjustments shall be made only by written stipulation of the
16 Parties or by an order of the Court. For the avoidance of doubt, this Paragraph does not
17 apply to the Escalator Clause above, and modifications to this Settlement and the Notice
18 shall be implemented upon the Escalator Clause triggering without the need for a written
19 stipulation or Court Order.

20 88. Nullification of Settlement Agreement. In the event that: (a) the Court does
21 not finally approve the Settlement in substantially the same form as set forth herein or the
22 long form Stipulation of Settlement; or (b) the Settlement does not become final for any
23 other reason, then this Agreement, and any documents generated to bring it into effect, will
24 be null and void. Any order or judgment entered by the Court in furtherance of this
25 Agreement or the long form Stipulation of Settlement will likewise be treated as void from
26 the beginning and the Parties shall be in the same position as they were prior to agreeing
27 to this Agreement. However, in such event, if the Court rejects the Settlement despite the
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1 Parties' best efforts, Defendants shall still be liable for their half of Settlement
2 Administration costs incurred.

3 89. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court
4 to request the Preliminary Approval of the Settlement Agreement, and the entry of a
5 Preliminary Approval Order for: (a) conditional certification of the Settlement Class for
6 settlement purposes only, (b) Preliminary Approval of the proposed Settlement Agreement,
7 and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary
8 Approval Order will provide for the Notice Packet to be sent to all Class Members as
9 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will
10 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will
11 include the proposed Notice Packet; *i.e.*, the proposed Notice of Class Action Settlement
12 document and share form, attached as **Exhibit A**. Class Counsel will be responsible for
13 drafting all documents necessary to obtain Preliminary Approval. Defendants agree not to
14 oppose the Motion for Preliminary Approval.

15 90. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration
16 of the deadlines for Class Members to submit Requests for Exclusion, or objections to the
17 Settlement Agreement, and with the Court's permission, a Final Approval/Settlement
18 Fairness Hearing will be conducted to determine the Final Approval of the Settlement
19 Agreement along with the amounts properly payable for: (a) Individual Class Payments;
20 (b) Individual PAGA Payments; (c) the Labor and Workforce Development Agency
21 Payment; (d) the Class Counsel's Fees and Costs; (e) the Class Representative
22 Enhancement Payment; (f) all Settlement Administration Costs; and (g) the Defendants'
23 share of payroll taxes for wages paid in connection with the Individual Class Payments.
24 Class Counsel will be responsible for drafting all documents necessary to obtain Final
25 Approval, including responding to any objections and appeals arising therefrom. Class
26 Counsel will also draft the attorneys' fees and costs application to be heard at the Final
27 Approval hearing. Defendants agree not to oppose the Motion for Final Approval.

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1 91. Termination of Settlement. Subject to the obligation(s) of cooperation set
2 forth herein, any Party may terminate this Settlement if the Court declines to enter the
3 Preliminary Approval Order, the Final Approval Order, or final judgment in substantially
4 the form submitted by the Parties, or the Settlement Agreement as agreed does not become
5 final because of appellate court action. The Terminating Party shall give to all other Parties
6 (through his/its counsel) written notice of his/its decision to terminate this Agreement no
7 later than ten (10) business days after receiving notice that one of the enumerated events
8 has occurred. Termination of this Agreement shall have the following effects:

9 a. The Settlement Agreement shall be terminated and shall have no force or
10 effect, and no Party shall be bound by any of its terms;

11 b. In the event the Settlement is terminated, Defendants shall have no
12 obligation to make any payments to any Party, Class Member or Class Counsel. The
13 Terminating Party shall pay the Settlement Administrator for services rendered up to the
14 date the Settlement Administrator is notified that the Settlement has been terminated;

15 c. The Preliminary Approval Order, Final Approval Order, and Judgment,
16 including any order of class certification, shall be vacated;

17 d. The Settlement Agreement and all negotiations, statements, and proceedings
18 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom
19 shall be restored to their respective positions in the Action prior to the Settlement;

20 e. Neither this Stipulated Settlement, nor any ancillary documents, actions,
21 statements, or filings in furtherance of settlement (including all matters associated with
22 the mediation) shall be admissible or offered into evidence in the Action or any other action
23 for any purpose whatsoever.

24 92. Judgment and Continued Jurisdiction. Upon Final Approval of the
25 Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the
26 Parties will present the Judgment pursuant to California Code of Civil Procedure section
27 664.6 to the Court for its approval. After entry of the Judgment, the Court will have
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1 continuing jurisdiction for purposes of addressing: (a) the interpretation and enforcement
2 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-
3 Judgment matters as may be appropriate under court rules or as set forth in this
4 Agreement.

5 93. Exhibits Incorporated by Reference. The terms of this Agreement include the
6 terms set forth in any attached Exhibits, which are incorporated by this reference as though
7 fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

8 94. Entire Agreement. This Settlement Agreement, the general release of all
9 claims by the Class Representative, and any attached Exhibits constitute the entirety of the
10 Parties' settlement terms. No other prior or contemporaneous written or oral agreements
11 may be deemed binding on the Parties. The Parties expressly recognize California Civil
12 Code section 1625 and California Code of Civil Procedure section 1856(a), which provide
13 that a written agreement is to be construed according to its terms and may not be varied or
14 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or
15 written representations or terms will modify, vary, or contradict the terms of this
16 Agreement.

17 95. Amendment or Modification. This Settlement Agreement may be amended or
18 modified only by a written instrument signed by the named Parties or their successors-in-
19 interest.

20 96. Authorization to Enter into Settlement Agreement. Counsel for all Parties
21 warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Settlement Agreement and to take all appropriate action required or
23 permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate
24 its terms and to execute any other documents required to effectuate the terms of this
25 Settlement Agreement. The Parties and their counsel will cooperate with each other and
26 use their best efforts to effectuate the implementation of the Settlement. If the Parties are
27 unable to reach agreement on the form or content of any document needed to implement
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1 the Settlement, or on any supplemental provisions that may become necessary to effectuate
2 the terms of this Settlement, the Parties shall submit such disputes to mediator Tagore
3 Subramaniam, Esq., who shall have final adjudication over such disputes.

4 97. Signatories. It is agreed for the purposes of this Settlement Agreement only
5 that because the members of the Class are so numerous, it is impossible or impractical to
6 have each member of the Class execute this Settlement Agreement. The Notice, attached
7 hereto as **Exhibit A**, will advise all Class Members of the binding nature of the release, and
8 the release shall have the same force and effect as if this Settlement Agreement were
9 executed by each member of the Class.

10 98. Binding on Successors and Assigns. This Settlement Agreement will be
11 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
12 previously defined.

13 99. California Law Governs. All terms of this Settlement Agreement and Exhibits
14 hereto will be governed by and interpreted according to the laws of the State of California.

15 100. Execution and Counterparts. This Settlement Agreement is subject only to the
16 execution of all Parties. The Agreement may be executed in one or more counterparts either
17 by ink or electronic signature. All executed counterparts and each of them, including
18 electronic, facsimile, and scanned copies of the signature page, will be deemed to be one
19 and the same instrument.

20 101. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
21 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the
22 Action. The Parties further agree that they have arrived at this Settlement after arm's-
23 length negotiations and in the context of adversarial litigation, taking into account all
24 relevant factors, present and potential. The Parties further agree that they and their
25 respective counsel have conducted informal discovery, including but not limited to time
26 keeping data, payroll data, and evidence of wage and hour policies, and that the
27 investigation conducted by the Parties was sufficient to satisfy the criteria for court
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1 approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and
2 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
3 The Parties further acknowledge that they are each represented by competent counsel and
4 that they have had an opportunity to consult with their counsel regarding the fairness and
5 reasonableness of this Agreement.

6 102. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the
8 fullest extent possible consistent with applicable precedents so as to define all provisions
9 of this Settlement Agreement valid and enforceable.

10 103. Plaintiff’s Waiver of Right to Be Excluded and Object. Plaintiff agrees to sign
11 this Settlement Agreement and, by signing this Settlement Agreement, is hereby bound by
12 the terms herein. For good and valuable consideration, Plaintiff further agrees that she will
13 not request to be excluded from the Settlement Agreement, nor object to any terms herein,
14 except as stipulated by the Parties in regard to her individual claims. Any such request for
15 exclusion or objection by Plaintiff will be void and of no force or effect. Any efforts by
16 Plaintiff to circumvent the terms of this paragraph will be void and of no force or effect.

17 104. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
18 to class certification for purposes of this Settlement only; except, however, that Plaintiff or
19 Class Counsel may appeal any reduction in the Class Counsel’s Fees and Costs below the
20 amount requested from the Court but must inform Defense Counsel and the Class
21 Administrator of any intent to appeal prior to the distribution of any funds from the Class
22 Administrator to any Settlement Class Members or any other Parties. Any Party may
23 terminate this Settlement or appeal any Court order which is not in substantially the form
24 submitted by the Parties.

25 105. Non-Admission of Liability. The Parties enter into this Agreement to resolve
26 the dispute that has arisen between them and to avoid the burden, expense, and risk of
27 continued litigation. In entering into this Agreement, Defendants do not admit, and
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1 specifically deny, they have violated any federal, state, or local law; violated any regulations
 2 or guidelines promulgated pursuant to any statute or any other applicable laws,
 3 regulations, or legal requirements; breached any contract; violated or breached any duty;
 4 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
 5 with respect to its employees. Neither this Agreement, nor any of its terms or provisions,
 6 nor any of the negotiations connected with it, shall be construed as an admission or
 7 concession by Defendants of any such violations or failures to comply with any applicable
 8 law. The Parties agree that there exists a bona fide dispute as to whether any compensation
 9 is actually due to Plaintiff, the putative class, and Aggrieved Employees, and if so, the
 10 amount thereof, and no legal determinations have been made with respect to the legal
 11 claims bought in the Action and resolved in this Settlement. Except as necessary in a
 12 proceeding to enforce the terms of this Agreement, this Agreement and its terms and
 13 provisions shall not be offered or received as evidence in any action or proceeding to
 14 establish any liability or admission on the part of Defendants or to establish the existence
 15 of any condition constituting a violation of, or a non-compliance with, federal, state, local,
 16 or other applicable law.

17 106. Captions. The captions and section numbers in this Agreement are inserted
 18 for the reader’s convenience, and in no way define, limit, construe, or describe the scope or
 19 intent of the provisions of this Agreement.

20 107. Waiver. No waiver of any condition or covenant contained in this Agreement
 21 or failure to exercise a right or remedy by any of the Parties hereto will be considered to
 22 imply or constitute a further waiver by such Party of the same or any other condition,
 23 covenant, right, or remedy.

24 108. Enforcement Actions. In the event that one or more of the Parties institute
 25 any legal action, motion, petition, or other proceeding against any other Party or Parties to
 26 enforce the provisions of this Settlement or to declare rights and/or obligations under this
 27 Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful
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1 Party or Parties reasonable attorneys’ fees and costs, including expert witness fees
2 incurred.

3 109. Mutual Preparation. The Parties have had a full opportunity to negotiate the
4 terms and conditions of this Agreement. Accordingly, this Agreement will not be construed
5 more strictly against one Party than another merely by virtue of the fact that it may have
6 been prepared by counsel for one of the Parties, it being recognized that, because of the
7 arm’s-length negotiations between the Parties, all Parties have contributed to the
8 preparation of this Agreement.

9 110. Representation By Counsel. The Parties acknowledge that they have been
10 represented by counsel throughout all negotiations that preceded the execution of this
11 Agreement, and that this Agreement has been executed with the consent and advice of
12 counsel, and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent
13 that there are no liens on the Settlement Agreement.

14 111. All Terms Subject to Final Court Approval. All amounts and procedures
15 described in this Settlement Agreement herein will be subject to the Court’s Final Approval.

16 112. Notices. Unless otherwise specifically provided herein, all notices, demands,
17 or other communications given hereunder shall be in writing and shall be transmitted to a
18 Party via email:

19 To Plaintiff and the Settlement Class:

20 Elliot J. Siegel
21 elliot@kingsiegel.com
22 Melissa R. Rinehart
23 melissa@kingsiegel.com
24 **KING & SIEGEL LLP**
25 724 S. Spring Street, Suite 201
26 Los Angeles, California 90014

27 To Defendants:

28 Nancy Yaffe
nyaffe@foxrothschild.com
Steven P. Gallagher
stevengallagher@foxrothschild.com
FOX ROTHSCHILD LLP

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Constellation Place
10250 Constellation Boulevard, Suite 900
Los Angeles, California 90067

113. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

114. Binding Agreement. The Parties warrant that: 1) they understand and have full authority to enter into this Agreement; 2) they intend that this Agreement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Crystal Eadie

Dated: 12 / 23 / 2025



Crystal Eadie

DEFENDANT: Clearman's North Woods Inn, Inc.

Dated: _____

By: _____
Its: _____

King & Siegel LLP

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Los Angeles, California 90067

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Crystal Eadie

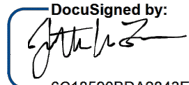
Dated: _____

Crystal Eadie

DEFENDANT: Clearman's North Woods Inn, Inc.

12/19/25

Dated: _____

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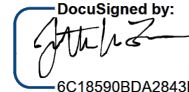
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King & Siegel LLP

**DEFENDANT: Clearman's North Woods Inn
Of Covina**

12/19/25

Dated: _____

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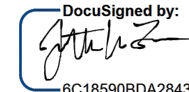
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**DEFENDANT: Clearman's North Woods Inn
of LaMirada, Inc.**

12/19/25

Dated: _____

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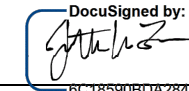
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**DEFENDANT: Clearman's Golden Clock Inn,
Inc.**

12/19/25

Dated: _____

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By: _____
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JB

**DEFENDANT: Clearman's Steak 'N Stein Inn,
Inc.**

12/19/25

Dated: _____

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Constellation Place
10250 Constellation Boulevard, Suite 900
Los Angeles, California 90067

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release Between Plaintiff and Defendants as of the date(s) set forth below:

SIGNATURES

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: Crystal Eadie

Dated: 12 / 23 / 2025



Crystal Eadie

DEFENDANT: Clearman's North Woods Inn, Inc.

Dated: _____

By: _____
Its: _____