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Pinky Beverly Hills, LLC and
13 Ken Todd

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

16 ADAM PIERCE ANTOINE, on behalf of
17 himself and all others similarly situated,
18
19 Plaintiffs,

20 v.

21 PINKY BEVERLY HILLS, LLC, a California
limited liability company; KEN TODD, an
22 individual; and DOES 1 through 100,
inclusive,
23 Defendants.

CASE NO.: 19STCV44856
[Assigned to the Hon. Amy D. Hogue
Dept. 7]

**FIRST AMENDED JOINT STIPULATION
OF CLASS ACTION AND PAGA ACTION
SETTLEMENT AGREEMENT**

Action Filed: December 16, 2019
Trial Date: None set

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27 This Joint Stipulation of Class Action and PAGA Action Settlement Agreement (“Joint
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1 Stipulation of Settlement” or “Settlement” or “Agreement” or “Settlement Agreement”) is made and
2 entered into by and between Plaintiff Adam Pierce Antoine, individually, and on behalf of all others
3 similarly situated and on behalf of other aggrieved employees pursuant to the California Private
4 Attorneys General Act (together referred to as “Plaintiff”), and Defendants Pinky Beverly Hills, LLC
5 and Ken Todd (together referred to as “Defendants”). Plaintiff and Defendants are collectively
6 referred to herein as “the Parties.”

7 THE PARTIES STIPULATE AND AGREE as follows:

8 **DEFENITIONS**

9 1. For purposes of this Settlement, this matter, which includes the lawsuits entitled
10 *Antoine v. Pinky Beverly Hills, LLC, et al.*, Case No. 19STCV44856 (“Class Action”), and *Antoine v.*
11 *Pinky Beverly Hills, LLC, et al.*, Case No. 20STCV07112 (“PAGA Action”), is referred to herein
12 collectively as the “**Action**.”

13 2. For purposes of this Settlement, the resolution of this Action will also resolve the both
14 the Class Action and the PAGA Action.

15 3. For purposes of this Settlement, “**Complaint**” refers to the operative FIRST
16 AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT which will also
17 consolidate the Class Action and the subsequently filed PAGA Action to be filed for the purpose of
18 effectuating the Settlement contained herein. The Parties will take such action as necessary to file the
19 First Amended Complaint as a standalone document.

20 4. For purposes of this Settlement, the “**Class Period**” is December 16, 2015 through the
21 date upon which the Court grants preliminary approval.

22 5. For purposes of this Settlement, the “**Class**” or “**Class Members**” consist of: All
23 hourly-paid, non-exempt employees who worked for Pinky Beverly Hills, LLC in California during the
24 Class Period. “**Settlement Class Members**” are those Class Members who do not submit timely and
25 complete Requests for Exclusion to the Settlement Administrator.

26 6. For purposes of this Settlement, “**Class Counsel**” means David D. Bibiyan, Diego
27 Aviles and Sara Ehsani-Nia of Bibiyan Law Group, P.C.

28 7. For purposes of this Settlement, “**Covered Workweeks**” means the number of weeks a

1 Class Member worked for Pinky Beverly Hills, LLC in California during the Class Period.

2 8. For purposes of this Settlement, “**Response Deadline**” means the date sixty (60)
3 calendar days after the Settlement Administrator initially mails the Notice to Class Members and the
4 last date on which Class Members may timely submit a Request for Exclusion, written Objection, or
5 Workweeks Dispute. In the case of a re-mailed Class Notice, the Response Deadline will be the later
6 of sixty (60) calendar days after initial mailing or fourteen (14) calendar days from re-mailing. The
7 Response Deadline may be extended only as expressly described herein.

8 9. For purposes of the Settlement, “**Defendants’ Counsel**” means Bent Caryl & Kroll,
9 LLP.

10 10. For purposes of this Settlement, “**PAGA Allocation**” means the amount that the Parties
11 have agreed to allocate towards civil penalties that arise under the Private Attorneys General Act of
12 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (i.e., \$10,000). “LWDA Payment” means the portion
13 of the PAGA Allocation to be paid to the Labor and Workforce Development Agency (“LWDA”),
14 pursuant to PAGA. Seventy Five Percent (75%), or \$7,500, of the PAGA Allocation will be paid to the
15 LWDA (*i.e.*, the LWDA Payment). “PAGA Settlement Payment” means Twenty Five Percent (25%)
16 of the PAGA Allocation, or \$2,500, which will be paid on a *pro rata* basis to PAGA Employees.

17 11. For purposes of this Settlement, “**PAGA Period**” means the period between December
18 16, 2018 through the date upon which the Court grants preliminary approval.

19 12. For purposes of this Settlement, “**PAGA Employee**” means all Class Members that
20 worked during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all
21 PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

22 13. For purposes of this Settlement, “**PAGA Pay Periods**” means the number of pay
23 periods each PAGA Employee worked during the PAGA Period.

24 14. For purposes of this Settlement, “**PAGA Representative**” means Plaintiff Adam
25 Pierce Antoine.

26 15. For purposes of this Settlement, “**Released PAGA Claims**” means claims arising
27 under PAGA, including for penalties under Labor Code sections 210, 226.3, 558, 1197.1 and 2699
28 based on violations of the following Labor Code provisions 200, 201, 202, 203, 204, 226, 246, 351,

1 432, 510, 512, 1174, 1194, 1197, 1198.5, 2802 and 2810.5, as well as applicable portions of the
2 IWC Wage Orders, based upon the facts alleged in (a) Plaintiff’s administrative exhaustion letter
3 submitted to the LWDA and (b) the original and First Amended Complaints in this matter.

4 16. For purposes of this Settlement, “**Settlement Payments**” means both the payments to
5 Settlement Class Members (the “**Settlement Class Payments**”) and all of the payments to PAGA
6 Employees from the PAGA Settlement Payment (the “**PAGA Payments**”).

7 **BACKGROUND**

8 17. On December 16, 2019, Plaintiff filed the Class Action Complaint against Defendants
9 Pinky Beverly Hills, LLC, Lisa Vanderpump and Ken Todd.

10 18. On February 19, 2020, Plaintiff filed a separate Representative Action for PAGA
11 penalties against Defendants Pinky Beverly Hills, LLC, Lisa Vanderpump and Ken Todd.

12 19. On March 3, 2021, the Parties mediated with Gig Kyriacou, Esq., a mediator with
13 substantial experience mediating wage and hour class action matters. The Action did not settle at that
14 mediation.

15 20. Following the mediation, the Parties continued to discuss settlement with the assistance
16 of the mediator. On April 12, 2021, the Parties agreed to the major terms of a settlement that would
17 fully resolve this Action. The Parties thereafter entered into this Agreement and reached the
18 Settlement described herein.

19 21. Subject to Court approval, Lisa Vanderpump shall be dismissed from the Action
20 without prejudice. Should the Court not approve the Settlement, or should Plaintiff determine that Lisa
21 Vanderpump should be reincluded as a named party, Defendants and Lisa Vanderpump shall stipulate
22 to the filing of an amended Complaint re-inserting against her all allegations previously alleged, and
23 that those allegations shall relate back to the original filing of the Complaint in the Class Action.

24 22. Solely for purposes of settling this Action, the Parties and their respective counsel
25 stipulate and agree that the requisites for establishing class certification with respect to the Class
26 Members have been met and are met. More specifically, the Parties stipulate and agree that:

- 27 (a) The Class is ascertainable and so numerous as to make it impracticable to join
28 all Class Members.

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- (b) There are common questions of law and fact including, but not limited to, the following:
- 1) Whether or not Defendants paid proper wages to the Class;
 - 2) Whether or not Defendants provided meal periods to the Class;
 - 3) Whether or not Defendants provided rest periods to the Class;
 - 4) Whether or not Defendants paid compensation timely upon separation of employment to former Class Members;
 - 5) Whether or not Defendants provided accurate itemized statements to the Class;
 - 6) Whether or not waiting-time penalties are available to the Class for violation of California Labor Code § 203;
 - 7) Whether or not Defendants maintained requisite records;
 - 8) Whether or not Defendants properly reimbursed the Class for business-related expenses;
 - 9) Whether or not Defendants properly distributed tips;
 - 10) Whether or not Defendants paid proper meal period pay or rest period pay to the Class; and,
 - 11) Whether or not Defendants engaged in unlawful or unfair business practices affecting the Class in violation of California Business and Professions Code §§ 17200-17208.
- (c) Plaintiff's claims are typical of the claims of the Class Members.
- (d) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class.
- (e) The prosecution of separate actions by individual members of the Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.
- (f) With respect to the Class, questions of law and fact common to the members of the Class predominate over any questions affecting any individual member in

1 such Class, and that a class action is superior to other available means for the
2 fair and efficient adjudication of the controversy.

3 23. Should, for whatever reason, the Settlement not become effective, the fact that the
4 Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and
5 shall not be admissible in connection with, the issue of whether the Class Members and/or the class
6 claims should be certified in a non-Settlement context in this Action or in any other lawsuit.
7 Defendants expressly reserve the right to oppose claims or class certification in this or any other action
8 should this Settlement not become effective.

9 24. Defendants deny any liability or wrongdoing of any kind whatsoever associated with
10 the claims alleged in the Complaint, and Defendants further deny that, for any purpose other than
11 settling this lawsuit, the action is appropriate for class or representative treatment. With respect to
12 Plaintiff's claims, Defendants contend, among other things, that Plaintiff and the Class Members have
13 been paid proper wages, have been provided meal periods, have been provided rest periods, have been
14 paid timely wages upon separation of employment, have been provided appropriate expense
15 reimbursements, have received appropriate tips, and have been provided with accurate itemized wage
16 statements. Defendants contend, among other things, that they have complied at all times with the
17 California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission.
18 Furthermore, with respect to all claims, Defendants contend that they have complied at all times with
19 the California Business and Professions Code.

20 25. It is the desire of the Parties to fully, finally, and forever settle, compromise, and
21 discharge all disputes and claims arising from or related to the Action.

22 26. Class Counsel has conducted a thorough investigation into the law and facts relating to
23 the claims asserted in the Class Action and PAGA Action, including an extensive review of relevant
24 documents, and has diligently pursued an investigation of the claims of the Class against Defendants.
25 Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the
26 Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of
27 Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
28 facts and circumstances, including the risk of significant delay, the expense and time necessary to

1 litigate the Class Action through trial and any appeals, the risk the Class will not be certified by the
2 Court, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned
3 through informal discovery regarding Plaintiff's allegations, the defenses asserted by Defendants, and
4 the substantial benefits to be received by the Settlement Class Members. Defendants and Defendants'
5 Counsel also agree that the Settlement is fair and in the best interest of the Class.

6 27. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
7 preliminary and final approval of this Settlement.

8 28. The Parties agree to stay all proceedings in the Action, except such proceedings
9 necessary to implement and complete the Settlement, pending the Final Approval hearing to be
10 conducted by the Court.

11 **PRIMARY TERMS OF SETTLEMENT**

12 29. NOW THEREFORE, in consideration of the mutual covenants, promises and
13 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

14 (a) It is agreed by and among the Class and Defendants that the Action and any
15 claims, damages, or causes of action arising out of the allegations in the Action,
16 be settled and compromised as between the Class and Defendants, subject to
17 the terms and conditions set forth in this Settlement and the approval of the
18 Court.

19 (b) Effective Date: The terms of settlement embodied in this Settlement shall
20 become effective when all of the following events have occurred: (i) this Joint
21 Stipulation of Settlement has been executed by all Parties and their respective
22 counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the
23 Notice has been provided to the Class, providing them with an opportunity to
24 dispute information contained in the Notice regarding their estimated
25 Settlement Payment, their right to opt out of the Settlement, or their right to
26 object to the Settlement; (iv) the Court has held a final approval hearing and
27 entered a final order and judgment certifying the Class and approving this
28 Settlement; (v) if there is an objector, 60 days from the date the Final Approval

1 and Judgment if no appeal was filed in that time; or (vi) if there is an objector
2 and an appeal is filed within sixty (60) days of entry of a judgment, the date on
3 which they have been resolved or exhausted . If this Settlement Agreement is
4 voided, not approved by the Court or approval is reversed on appeal, it shall
5 have no force or effect and no Party shall be bound by its terms except to the
6 extent: (a) the Court reserves any authority to issue any appropriate orders
7 when denying approval; and/or (b) there are any terms and conditions in this
8 Settlement Agreement specifically stated to survive the Settlement Agreement
9 being voided or not approved, and which control in such an event.

10 (c) Gross Settlement Amount: Subject to the Escalator Clause in section (d)
11 below, Defendants’ maximum total payment under the Settlement, including all
12 Attorney’s Fees and Costs to Class Counsel, the Service Payment to the
13 Plaintiff, the Settlement Administration Costs, and the PAGA Allocation is
14 \$250,000 (“Gross Settlement Amount”), subject to the Escalator Clause and
15 except that, to the extent that any portions of the Class Members’ Settlement
16 Payments constitute wages, Defendants will be separately responsible for any
17 employer payroll taxes required by law, including the employer FICA, FUTA,
18 and SDI contributions.

19 (d) Escalator Clause: Defendants represent that there are no more than 7,445
20 Covered Workweeks worked during the Class Period by Class Members at the
21 time of the mediation. In the event the number of Covered Workweeks
22 increases by more than 5%, or 372 Covered Workweeks, then the Gross
23 Settlement Amount shall be increased proportionally by the Covered
24 Workweek Value (the “Escalator Clause”). The Covered Workweek Value
25 shall be calculated by dividing the Gross Settlement Amount (\$250,000.00) by
26 7,445, which amounts to a Covered Workweek Value of \$33.57. Thus, for
27 example, should there be 8,000 Covered Workweeks in the Class Period, then
28 the Gross Settlement Amount shall be increased by \$18,631.35. (8,000

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Covered Workweeks – 7,445 Covered Workweeks x \$33.57/Covered Workweek.) In no circumstance will the Gross Settlement Amount be reduced.

- (e) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendants.
- (f) No Claims Required: Class Members will not be required to submit a claim to receive their Settlement Payment.
- (g) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$250,000) the following sums, subject to approval by the Court: (1) attorney’s fees not to exceed thirty-five percent of the Gross Settlement Amount, which unless escalated pursuant to Paragraph 29(d) of this Agreement, amounts to \$87,500.00, and reasonable litigation costs (not to exceed \$25,000) to Class Counsel (collectively the “Attorney’s Fees and Costs”); (2) an enhancement payment (not to exceed \$7,500) to the Plaintiff (“Service Payment”); (3) PAGA Allocation (i.e., \$10,000), seventy-five percent (75%) of which shall be paid to the LWDA and twenty-five percent. (25%) of which shall be paid to PAGA Employees; and (4) costs of settlement administration (estimated not to exceed \$7,500) to the Settlement Administrator (“Settlement Administration Costs”). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.
- (h) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members’ Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendants’ maximum total liability under this Settlement shall not exceed the Gross Settlement Amount, as the same may be escalated pursuant to Paragraph 29 of this Agreement. The Settlement Administrator will calculate and submit

1 the Defendants' employer share of payroll taxes after advising Defendants of
2 the total amount owed, in aggregate, as employer-side payroll taxes and
3 receiving a lump sum payment from Defendants in that amount when the Gross
4 Settlement Amount is delivered to the Settlement Administrator.

5 (i) Settlement Class Payments: Settlement Class Payments will be paid out of the
6 Net Settlement Amount. Each Settlement Class Member will be paid a *pro*
7 *rata* share of the Net Settlement Amount, as calculated by the Settlement
8 Administrator. The *pro rata* share will be determined by comparing each
9 Settlement Class Member's Covered Workweeks to the total number of
10 Covered Workweeks of all the Settlement Class Members: [Covered
11 Workweeks worked by a Settlement Class Member] ÷ [Sum of all Covered
12 Workweeks worked by all Settlement Class Members] × [Net Settlement
13 Amount] = individual Settlement Class Payment for a Settlement Class
14 Member.

15 (j) PAGA Payments: PAGA Payments will be paid out of the PAGA Settlement
16 Payment. Each PAGA Employee will be paid a *pro rata* share of the \$2,500
17 PAGA Settlement Payment as calculated by the Settlement Administrator.
18 PAGA Employees are not permitted to exclude themselves from this portion of
19 the Settlement. The *pro rata* share will be determined by comparing the
20 individual PAGA Employee's PAGA Pay Periods to the total PAGA Pay
21 Periods of all the Class Members during the PAGA Period as follows: [PAGA
22 Pay Periods worked by a PAGA Employee] ÷ [Sum of all PAGA Pay Periods
23 worked by all PAGA Employees] × [PAGA Settlement Payment] = individual
24 PAGA Employee's PAGA Payment.

25 (k) Allocation of Settlement Payments: The Parties have agreed that Settlement
26 Class Payments will be allocated as follows: 33% to wages and 67% to
27 penalties and interest and that the PAGA Payments will be entirely allocated to
28 penalties. Appropriate federal, state and local withholding taxes will be taken

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out of the wage allocation of the Settlement Class Payment. Each Class Member receiving a Settlement Class Payment will receive an IRS Form W2 and IRS Form 1099 with respect to that payment. Each PAGA Employee receiving a PAGA Payment will receive an IRS Form 1099 with respect to that payment. The employer's share of payroll taxes and other required withholdings with respect to the Settlement Class Payments will be paid as set forth above, including but not limited to the Defendants' FICA and FUTA contributions. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. To the extent required by law, IRS Forms 1099 and W-2 will be issued to each Class Member with respect to any such Settlement Payment they receive.

- (l) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).
- (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will

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not object to Class Counsel’s application for attorney’s fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which unless escalated pursuant to Paragraph 29(d) of this Agreement would amount to \$87,500.00, and reimbursement of litigation costs and expenses not to exceed \$25,000.

(n) Service Payment to Plaintiff: Subject to Court approval, and in exchange for a general release, Defendants will not object to Class Counsel’s application for a Service Payment of up to \$7,500 to Plaintiff for his service as the lead plaintiff and for his work in reaching the Settlement. It is understood that the Service Payment is in addition to the individual Settlement Class Payments, and if applicable, PAGA Payment to which Plaintiff is entitled to along with the other Class Members. In exchange, and effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Third-Party Administrator selected of the full Gross Settlement Amount and employers’ taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases the Released Parties from of all claims, demands, rights, liabilities and causes of action pertaining to wage-and-hour violations, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any violation related to wage-and-hour acts or omissions of the Released Parties through the date of full execution of this Agreement in connection with his employment, excluding any claims to be made by Plaintiff for wrongful termination, discrimination, retaliation, harassment, wrongful termination under California public policy, negligent infliction of emotional distress, intentional infliction of emotional distress, any claims for whistle-blowing, and failure to prevent harassment, whether these claims arise under the Fair Employment Housing

1 Act, its federal equivalent, California common law, or otherwise. For the
2 claims released via this General Release, Plaintiff stipulates and agrees that,
3 upon the entry of an Order granting Final Approval of the Settlement, entry of
4 Judgment, and payment by Defendants to the Third-Party Administrator
5 selected of the full Gross Settlement Amount and Employers' Taxes necessary
6 to effectuate the Settlement, Plaintiff shall be deemed to have expressly waived
7 and relinquished, to the fullest extent permitted by law, the provisions, rights
8 and benefits of Section 1542 of the California Civil Code, or any other similar
9 provision under federal or state law, which provides:

10 **A general release does not extend to claims that the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor**
12 **at the time of executing the release and that, if known by him or**
13 **her, would have materially affected his or her settlement with the**
14 **debtor or released party.**

13 Specifically excluded from Plaintiff's Released Claims are any claims for
14 workers' compensation benefits.

15 (o) The Settlement Administrator will issue an IRS Form 1099 for the Service
16 Payment to the Plaintiff. Plaintiff will be individually responsible for correctly
17 characterizing this compensation on personal income tax returns for tax
18 purposes and for paying any taxes on the amounts received. Should the Court
19 approve a Service Payment to Plaintiff in an amount less than that set forth
20 above, the difference between the lesser amount(s) approved by the Court and
21 the Service Payment amount set forth above shall be added to the Net
22 Settlement Amount. Plaintiff agrees not to opt out of the Settlement or object
23 to the Service Payment.

24 (p) Settlement Administrator: The Settlement Administrator will be the ILYM
25 Group, or such Settlement Administrator as may be mutually agreeable to the
26 Parties and approved by the Court. Settlement Administration Costs are
27 estimated not to exceed \$7,915.90. The costs of the Settlement Administrator
28 for work done shall be paid regardless of the outcome of this Settlement.

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(q) Funding of Settlement Account: Defendants will fund the settlement account within three (3) business days of the Effective Date of the Settlement, provided that the Settlement Administrator has provided the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of this Settlement.

(r) Mailing of Settlement Payments: Prior to mailing settlement checks, the Settlement Administrator is required to update addresses of recipients using the National Change of Address Database. Thereafter, the Settlement Administrator shall cause the Settlement Payments to be mailed to the Class Members within five (5) business days of the Effective Date of the Settlement. The void date of all checks mailed to Class Members and/or Aggrieved Employees needs to be stated on the checks. No payments shall be made to the Settlement Administrator, for Attorneys' Fees, for Attorneys' Costs, or for Service Awards until all Settlement Payments and PAGA Settlement Payments (including the payment made to the LWDA) are made. For returned checks directed to Class members whose Class Notice was returned as undeliverable and no new address ascertained, no further steps need to be taken by the Administrator with respect to these checks. As to other checks returned, the Settlement Administrator should use the forwarding address provided by the United States Postal Service or use skip trace or other usual means to ascertain a new address. The Settlement Administrator should therein re-mail checks to new addresses ascertained thereby or supplied by the United States Postal Service within seven (7) business days of the return of the check.

(s) Notice of Settlement: For each Class Member, there will be pre-printed information on the mailed notice to the Class Member ("Notice of Settlement" or "Notice"), based on Defendants' records, stating the Class Member's Covered Workweeks and the estimated Settlement Class Payment, and if applicable PAGA Pay Periods and estimated PAGA Payment. The pre-printed

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information based on Defendants’ records shall be presumed to be correct. A Class Member may dispute the number of Covered Workweeks allocated to him or her on the Notice of Settlement by submitting a written dispute to the Settlement Administrator (“Workweeks Dispute”). A complete and timely Workweeks Dispute must: (1) contain the Class Member’s full name, address, telephone number, and last four digits of his or her Social Security number; (2) state the case name and number of the Class Action; (3) clearly state that the Class Member believes the number of Covered Workweeks allocated to him or her is incorrect and the number of Covered Workweeks he or she believes is correct; (4) attach any written evidence supporting his or her contention; and (5) be mailed, e-mailed or faxed to the Settlement Administrator, with a verifiable send and/or postmark date by the applicable Response Deadline. Unless a disputing class member submits documentary evidence in support of his or her Workweeks Dispute, the records of the Defendants will be determinative.

- (t) Settlement Notice Language: The Notice of Settlement will be issued in English and Spanish.
- (u) Class Members Cannot Exclude Themselves from the Release of Released PAGA Claims: Class Members who submit a Request for Exclusion will nevertheless receive their PAGA Payments if they are PAGA Employees. If the Court approves the Settlement, all Class Members will be bound by the release of the Released PAGA Claims. Plaintiff shall serve a notice of settlement on the LWDA at or before the time Plaintiff files the motion for preliminary approval.
- (v) Resolution of Workweek Disputes: If a Class Member submits a Workweeks Dispute, and the Parties’ counsel cannot resolve the Workweeks Dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendants’ records and any information or documents submitted by the Class Member and issue a non-appealable

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decision regarding the Workweeks Dispute. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties.

(w) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by submitting a written request to be excluded from the Settlement to the Settlement Administrator (“Requests for Exclusion”). A complete and timely Requests for Exclusion must: (1) contain the Class Member’s full name, address, telephone number, and last four digits of his or her Social Security number; (2) state the case name and number of the Class Action; (3) clearly state the following or something substantially similar: “I WISH TO BE EXCLUDED FROM THE CLASS IN THE *ANTOINE v. PINKY BEVERLY HILLS, LLC*, CLASS ACTION LAWSUIT, LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 19STCV44856. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OTHER THAN MY SHARE OF THE PAGA PAYMENT.”; and (4) be mailed, e-mailed or faxed to the Settlement Administrator, with a verifiable send and/or postmark date by the applicable Response Deadline. Any Class Member who submits a timely and complete Request for Exclusion: (i) shall not have any rights under this Settlement other than a right to receive a PAGA Payment if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive a Settlement Class Payments under this Settlement; and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment other than as it applies to the release of Released PAGA Claims. However, if the Settlement Administrator can ascertain the identity of the Class Member and ascertain that the Class Member wants to opt out, so long as the opt-out request is timely, the opt-out shall be valid.

(x) Right of Settlement Class Member to Object to The Settlement: Any Class

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Member who has not requested exclusion from the Settlement (i.e., Settlement Class Member) may object to the Settlement by submitting a written objection to the Settlement Administrator (“Objection”) or by appearing in person at the Final Approval Hearing to offer their objection via oral comments. A complete and timely written Objection must: (1) contain the Settlement Class Member’s full name, address, telephone number, and last four digits of his or her Social Security number; (2) state the case name and number of the Class Action; (3) clearly state that the Settlement Class Member objects to the Settlement and the legal and factual basis for their objection; (4) if the Settlement Class Member is represented by counsel, the name and contact information of said counsel; and (5) be mailed, e-mailed or faxed to the Settlement Administrator, with a verifiable send and/or postmark date by the applicable Response Deadline. However, if the Settlement Administrator can ascertain the identity of the Class Member and ascertain that the Class Member wants to object in writing, so long as the written objection is timely, the written objection shall be valid. Written Objections will be attached to the Settlement Administrator’s declaration filed in support of final approval. If a Settlement Class Member objects or comments regarding this Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object or comment. Class Counsel and Defendants’ Counsel may, at least five (5) calendar days (or some other number of days as the Court shall specify) before the final approval hearing, file responses to any written Objections submitted to the Court.

THE SETTLEMENT ADMINISTRATOR’S PRIMARY DUTIES

30. Subject to the Court’s approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of ILYM Group to perform

1 the customary duties of Settlement Administrator, which includes but is not limited to translating the
2 Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating
3 all amounts to be paid from the Gross Settlement Amount.

4 31. The Settlement Administrator will independently review the Covered Workweeks
5 attributed to each Class Member and PAGA Pay Periods attributed to each PAGA Employee and will
6 calculate the estimated amounts due to each Class Member and the actual amounts due to each
7 Settlement Class Member and PAGA Employee in accordance with this Settlement. The Settlement
8 Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement
9 Administrator shall be granted reasonable access to Defendants' records in order to perform its duties.

10 32. In accordance with the terms of this Settlement, and upon receipt of the Gross
11 Settlement Amount from Defendants, the Settlement Administrator will issue and send out the
12 Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be
13 as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the
14 Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which
15 will have continuing jurisdiction over the terms and conditions of this Settlement until all payments
16 and obligations contemplated by this Settlement have been fully carried out.

17 33. The Settlement Administrator will post the final judgment approving the Settlement on
18 a website maintained by the Settlement Administrator for a period of not less than three (3) year after
19 the final judgment is entered. The address of that website will be included in the Notice of Settlement.

20 **ATTORNEY'S FEES AND COSTS**

21 34. In consideration for resolving this matter and in exchange for the release of all claims
22 by the Settlement Class Members, including Plaintiff, and subject to approval by the Court, Defendants
23 will not object to Class Counsel's application for Attorney's Fees and Costs consisting of attorney's
24 fees not to exceed thirty-five percent (35%) of the Gross Settlement Amount which, unless escalated
25 pursuant to Paragraph 29(d) of this Agreement, amounts to \$87,500.00, and litigation costs not to
26 exceed \$25,000. The amounts set forth above will cover all work performed and all fees and costs
27 incurred to date, and all work to be performed and all fees and costs to be incurred in connection with
28 the approval by the Court of this Settlement and administration of the Settlement. Should Class

1 Counsel request a lesser amount and/or the Court approve a lesser amount for Attorney’s Fees and
2 Costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be
3 added to the Net Settlement Amount. The Attorney’s Fees and Costs approved by the Court shall be
4 paid to Class Counsel, within seven (7) calendar days of the Settlement Administrator’s receipt of the
5 Gross Settlement Amount. In the event that the Court awards less than twenty-five percent (25%) of
6 the Gross Settlement Amount for attorney’s fees, Class Counsel shall retain the right to appeal that
7 portion of any Final Approval Order and Judgment.

8 **THE NOTICE PROCESS**

9 35. A Notice of Settlement in approximately the form attached hereto as “**Exhibit A,**” and
10 as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first
11 class mail. The Notice shall be translated into Spanish so that Spanish and English language versions
12 of the Notice are included in the mailing. Any returned envelopes from this mailing with forwarding
13 addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

14 (a) Within seven (7) calendar days from the date of preliminary approval of this
15 Settlement by the Court, Defendants shall provide to the Settlement
16 Administrator and Class Counsel a class database containing the following
17 information for each Class Member: (1) full name; (2) last known address; (3)
18 last known phone number; (4) Social Security number; and (5) dates of
19 employment with Defendants in California (collectively referred to as the
20 “Class Database”). The Class Database shall be based on Defendants’ payroll
21 and other business records and shall be provided in a format acceptable to the
22 Settlement Administrator. Defendants agree to consult with the Settlement
23 Administrator prior to the production date to ensure that the format of the Class
24 Databases will be acceptable to the Settlement Administrator. Prior to initially
25 mailing the Notice, the Settlement Administrator will run a check of the Class
26 Members’ addresses against those on file with the U.S. Postal Service’s
27 National Change of Address List; this check will be performed only once per
28 Class Member by the Settlement Administrator at this point in time. The

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Settlement Administrator shall maintain a list with names and all addresses to which notice was given, and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date.

- (b) Within seven (7) calendar days after the Class Database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices of Settlement to the Class Members by First Class United States mail.
- (c) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto. In the case of a re-mailed Class Notice, the Response Deadline will be the later of sixty (60) calendar days after initial mailing or fourteen (14) calendar days from re-mailing.
- (d) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and objections/comments received by the Settlement Administrator.
- (e) Upon completion of these steps by the Settlement Administrator, Defendants

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and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Notice of Settlement to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court’s Order and Final Judgment.

(f) Class Counsel shall provide to the Court, at least five (5) calendar days prior to the final approval hearing, or such other date as set by the Court, a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices of Settlement.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

36. As set forth above, each Class Member will have the applicable Response Deadline to submit a Workweeks Dispute. No Workweeks Dispute will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute. Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of timely mailing, e-mailing or faxing.

37. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. The Settlement Administrator will review Defendants’ records and any information or documents submitted by the Class Member and issue a non-appealable decision regarding the Workweeks Dispute

38. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein, even if the Class Notice was returned undelivered. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Class Payments and PAGA Payments shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as

1 provided in Code of Civil Procedure section 384, shall be transmitted as follows: to Legal Aid at Work,
2 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in Los Angeles County. The
3 Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of
4 Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with
5 a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section
6 384.

7 39. Upon completion of its calculation of Settlement Payments, the Settlement
8 Administrator shall provide Class Counsel and Defendants' Counsel with a report listing the amounts
9 of all payments to be made to Class Members (to be identified anonymously by employee number or
10 other identifier). A Declaration attesting to completion of all payment obligations will be provided to
11 Class Counsel and Defendants' Counsel and filed with the Court by Class Counsel.

12 **RELEASE BY THE CLASS**

13 40. Only upon the Effective Date, and full payment of the Gross Settlement Amount, as
14 well as the Employers' Taxes necessary to effectuate the Settlement, the Class Representative, the
15 Class and each Class Member who has not submitted a valid and timely request for exclusion as to
16 claims other than the PAGA claim, as follows:

17 (a) Identity of Released Parties. The released parties are Defendants, and each of
18 its/their former and present direct and/or indirect owners, dba's, affiliates,
19 parents, subsidiaries, brother and sister corporations, divisions, related
20 companies, successors and predecessors, and current and former employees,
21 attorneys, officers, directors, shareholders, owners, trustees, attorneys,
22 fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents,
23 servants, insurers, representatives, administrators, employee benefit plans, and
24 assigns of said entities (collectively "Releasees").

25 (b) Date Release Becomes Active. The Released Claims will be released only
26 upon the entry of an Order granting Final Approval of the Settlement, entry of
27 Judgment, and payment by Defendants to the Settlement Administrator selected
28 of the full Gross Settlement Amount and Employers' Taxes necessary to

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effectuate the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claim), shall release, and discharge all claims against the Released Parties asserted in the First Amended Complaint filed in the Class Action for the Class Period, or any and all claims that may reasonably be asserted against the Released Parties based on the factual allegations in the First Amended Complaint filed in the Class Action for the Class Period, as follows:

1) For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated premium pay; (d) all claims for the failure to timely pay wages upon termination; (e) all claims for non-compliant wage statements; (f) all claims for the failure to permit the inspection or receipt of employment records; (g) all claims for failure to reimburse work-related expenses; (h) all claims for failure to pay tips; and (i) all claims asserted through California Business & Professions Code § 17200 *et seq.* arising out of the Labor Code violations referenced in the First Amended Complaint. For individuals employed during the PAGA Period, the release includes, for the duration of the PAGA Period, all claims released during the Class Period, as well as all asserted PAGA claims for penalties arising out of Labor Code Sections 210, 226.3, 351, 558, 1197.1 and 2699 based on the factual allegations and Labor Code sections alleged to have been violated in the First Amended Complaint filed in the Class Action (“Released Claims”). The release does not include claims created under the Settlement

1 Agreement, rights that as a matter of law cannot be released and does
2 not include claims for retaliation, discrimination, wrongful termination,
3 and individual claims for the recovery of workers' compensation
4 benefits.

5 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

6 41. The Parties have stipulated to the filing of a First Amended Complaint in the Class
7 Action that includes all of the allegations in the PAGA Action, thereby effectively consolidating all
8 allegations in the PAGA Action into this Action. If and when the First Amended Complaint is filed,
9 Plaintiff will dismiss the PAGA Action without prejudice. In the event that this Settlement, or a
10 subsequent revision to this Settlement, is not approved by the Court, the Parties agree to take such
11 actions necessary to restore the Parties to their respective positions immediately prior to their entry into
12 this Settlement. However, the Parties hereby expressly agree that whether or not the Court finally
13 approves the Settlement, Plaintiff's allegations from the PAGA Action will relate back to the date on
14 which Plaintiff filed the PAGA Action, and Defendants will be estopped from making any argument
15 that there is any adverse effect on the statute of limitations caused by Plaintiff's dismissal of the PAGA
16 Action without prejudice to effectuate this consolidation.

17 42. Shortly thereafter, Plaintiff will move for an order granting preliminary approval of the
18 Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement
19 ("Class Notice") attached hereto as **Exhibit "A"**, conditionally certifying the Settlement Class for
20 settlement purposes only, and approving the deadlines proposed by the Parties for the submission of
21 Requests for Exclusion, Workweek Disputes, and objections, the papers in support of Final Approval
22 of the Settlement, and any responses to Objections or opposition papers to the Motion for Final
23 Approval.

24 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

25 43. In conjunction with the hearing of a motion for final approval by the Court of the
26 Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will submit to the Court a
27 proposed final order and judgment containing provisions sufficient to accomplish the following:

- 28 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable

- 1 and adequate, and directing consummation of its terms and provisions;
- 2 (b) Approving Class Counsel’s application for an award of Attorney’s Fees and
- 3 Costs;
- 4 (c) Approving the Service Payment to the Class Representative;
- 5 (d) Adjudging the Settlement Administrator has fulfilled its initial notice and
- 6 reporting duties under the Settlement.
- 7 (e) Adjudging Plaintiff and Class Counsel may adequately represent the Final
- 8 Settlement Class for the purpose of entering into and implementing the
- 9 Agreement;
- 10 (f) Entering a final judgment in the action;
- 11 (g) Adjudging that notwithstanding the submission of a timely request for
- 12 exclusion, Class Members are still bound by the settlement and release of the
- 13 Released PAGA Claims or remedies under the Judgment pursuant to *Arias v.*
- 14 *Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the
- 15 Settlement do not apply to the Released PAGA Claims, and further affirms that
- 16 the State’s claims for civil penalties pursuant to PAGA are also extinguished, to
- 17 the extent permitted by law;
- 18 (h) Directing the posting of the final judgment on a website maintained by the
- 19 Settlement Administrator for a period of not less than one (1) year after entry of
- 20 final judgment.

21 **NULLIFICATION AND TERMINATION**

22 44. This Settlement will be null and void if any of the following occur: (a) the Court should

23 for any reason fail to certify the Class for settlement purposes; (b) the Court should for any reason fail

24 to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than

25 adjustments made to the non-material terms of the Settlement; (c) the Court should for any reason fail

26 to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void;

27 or (e) the Settlement does not become final for any other reason.

28 45. If ten percent (10%) or more of the Class Members submit a timely and complete

1 Request for Exclusion, then Defendants in their sole discretion may terminate, nullify and void this
2 Settlement. The Settlement Administrator shall provide Defendants' Counsel and Class Counsel with
3 the information necessary to effectuate this provision on a regular basis, but no less frequently than on
4 a monthly basis. To terminate this Settlement under this paragraph, Defendants' Counsel must give
5 Class Counsel written notice, by facsimile, e-mail, or mail, no later than seven (7) calendar days after
6 the Response Deadline. If this option is exercised by Defendants, Defendants shall be solely
7 responsible for the costs incurred by the Settlement Administrator for the settlement administration.

8 46. In the event this Settlement is nullified or terminated as provided above: (i) this
9 Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related
10 negotiations or proceedings shall have any force or effect and no party shall be bound by any of its
11 terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the
12 Settlement had been neither entered into nor filed with the Court.

13 **POSTING OF JUDGMENT**

14 47. Within thirty (30) days after their entry by the Court, the Final Approval Order and
15 Judgment shall be posted on the Administrator's website for a period of not less than three (3) years
16 thereafter.

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18 **PARTIES' AUTHORITY**

19 48. The signatories hereto hereby represent that they are fully authorized to enter into this
20 Settlement and bind the Parties hereto to the terms and conditions thereof.

21 **FURTHER COOPERATION**

22 49. The Parties agree to fully cooperate with each other to accomplish the terms of this
23 Settlement including, but not limited to, execution of such documents and taking such other action as
24 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement
25 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts
26 that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the
27 terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall,
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1 with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to
2 secure the Court's preliminary and final approval of this Settlement.

3 **NO PRIOR ASSIGNMENTS**

4 50. The Parties and their respective counsel represent, covenant, and warrant that they have
5 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or
7 rights herein released and discharged except as set forth herein.

8 **NO ADMISSION OF LIABILITY**

9 51. Nothing contained herein, nor the consummation of this Settlement, is to be construed
10 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants.
11 Defendants deny all the claims and contentions alleged by the Plaintiff in this case. The Defendants
12 have entered into this Settlement solely with the intention to avoid further disputes and litigation with
13 the attendant inconvenience and expenses.

14 **ENFORCEMENT ACTIONS**

15 52. In the event that one or more of the Parties to this Settlement institutes any legal action
16 or other proceeding against any other party or parties to enforce the provisions of this Settlement or to
17 declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled
18 to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert
19 witness fees incurred in connection with any enforcement actions.

20 **NOTICES**

21 53. Unless otherwise specifically provided herein, all notices, demands or other
22 communications given hereunder shall be in writing and shall be deemed to have been duly given as of
23 the third business day after mailing by United States registered or certified mail, return receipt
24 requested, addressed as follows:

25 Class Counsel	Defendants' Counsel
26 David D. Bibiyan, Esq. (SBN 287811) david@tomorrowlaw.com	Jesse M. Caryl, Bar No. 208687 BENT CARYL & KROLL, LLP
27 Diego Aviles (Cal. Bar No. 315533) diego@tomorrowlaw.com	6300 Wilshire Boulevard, Suite 1415 Los Angeles, CA 90048
28 Sara Ehsani-Nia (Cal. Bar No. 326501)	Telephone: (323) 315-0510

1 BIBIYAN LAW GROUP, P.C.
8484 Wilshire Blvd., Suite 500
2 Beverly Hills, California 90211
Telephone: (310) 438-5555
3 Facsimile: (310) 300-1705

Facsimile: (323) 774-6021
Email: jcaryl@bcklegal.com

4 **CONSTRUCTION**

5 54. The Parties hereto agree that the terms and conditions of this Settlement are the result
6 of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be
7 construed in favor of or against any party by reason of the extent to which any party or his, her or its
8 counsel participated in the drafting of this Settlement.

9 **CAPTIONS AND INTERPRETATIONS**

10 55. Paragraph titles or captions contained herein are inserted as a matter of convenience
11 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any
12 provision hereof. Each term of this Settlement is contractual and not merely a recital.

13 **DEADLINES FALLING ON WEEKENDS OR HOLIDAYS**

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

16 **SEVERABILITY**

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

22 **MODIFICATION**

23 58. This Settlement may not be changed, altered, or modified, except in writing and signed
24 by the counsel for the Parties hereto, and approved by the Court. This Settlement may not be
25 discharged except by performance in accordance with its terms or by a writing signed by the Parties
26 hereto.

27 **INTEGRATION CLAUSE**

28 59. This Settlement contains the entire agreement between the Parties relating to the

1 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
2 understandings, representations, and statements, whether oral or written and whether by a party or such
3 party's legal counsel that pertain to the subject matter of this Settlement Agreement are merged herein.
4 No rights hereunder may be waived except in writing.

5 **BINDING ON ASSIGNS**

6 60. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and
7 their respective heirs, trustees, executors, administrators, successors and assigns.

8 **CLASS COUNSEL SIGNATORIES**

9 61. It is agreed that because the members of the Class are so numerous, it is impossible or
10 impractical to have each member of the Class execute this Settlement. The Notice of Class Action
11 Settlement will advise all Class Members of the binding nature of the Released Claims and Released
12 PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed
13 by each member of the Class.

14 **COUNTERPARTS**

15 62. This Settlement may be executed in counterparts and by electronic or facsimile
16 signatures, and when each party has signed and delivered at least one such counterpart, each
17 counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall
18 constitute one Settlement, which shall be binding upon and effective as to all Parties.

19 **FINAL JUDGMENT**

20 63. The Parties agree that, upon final approval of the Settlement, final judgment of this
21 Action will be made and entered in its entirety. The final judgment may be included in the Order
22 granting Final Approval of the Settlement.

23 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
24 Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

25 IT IS SO STIPULATED AS TO SUBSTANCE.

26 Plaintiff:

27 Dated: April 25, 2022

By: 
Adam Antoine (Apr 25, 2022 09:25 PDT)

Adam Pierce Antoine

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Defendants:

Dated: April __, 2022

Pinky Beverly Hills, LLC

By: _____

Print Name

Signature

Title

Dated: April __, 2022

By: _____

Ken Todd

IT IS SO STIPULATED AS TO FORM:

Plaintiff's Counsel:

Dated: April 25, 2022

BIBIYAN LAW GROUP, P.C.

By: Vedang J. Patel

David D. Bibiyan ; Vedang J. Patel
Attorneys for Plaintiff
Adam Pierce Antoine

Defendants' Counsel:

Dated: April __, 2022

BENT CARYL & KROLL, LLP

By: _____

Jesse M. Caryl
Attorneys for Defendants
Pinky Beverly Hills, LLC and Ken Todd

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Defendants:

Dated: April 18 2022

Pinky Beverly Hills, LLC

By: Ken Todd

Print Name

keneth todd

keneth todd (Apr 18, 2022 12:47 PM)

Signature

Owner

Title

Dated: April 18 2022

By: *keneth todd*

keneth todd (Apr 18, 2022 12:47 PM)

Ken Todd

IT IS SO STIPULATED AS TO FORM:

Plaintiff's Counsel:

Dated: April __, 2022

BIBIYAN LAW GROUP, P.C.

By: _____

David D. Bibiyan
Attorneys for Plaintiff
Adam Pierce Antoine

Defendants' Counsel:

Dated: April 18 2022

BENT CARYL & KROLL, LLP

By: *Jesse M. Caryl*

Jesse M. Caryl
Attorneys for Defendants
Pinky Beverly Hills, LLC and Ken Todd