

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs James Miller (“Plaintiff Miller”), Ashley Leon (“Plaintiff Leon”), and Damesha Christopher (“Plaintiff Christopher” and referred to together herein with Plaintiffs Miller and Plaintiff Leon as “Plaintiffs”) and defendants LS & Partners @ CA, LLC, and Paradies Lagardere @ LAX (F&B), LLC (referred to together herein as “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendants, captioned *James Miller, et al. v. LS & Partners @ CA, LLC, et al.* (case no. BC706919) initiated on May 21, 2018 (and includes the “PAGA Action,” as defined in Paragraph 1.31) and pending in Superior Court of the State of California, County of Los Angeles.

1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employee” means any current or former non-exempt employee who worked for Defendants between and including March 19, 2017 and September 18, 2023.

1.5. “Class” means all current and former non-exempt employees of LS & Partners @ CA, LLC, and/or Paradies Lagardere @ LAX (F&B), LLC, who work or worked at or for any restaurant, bar, or food and beverage concept owned or operated by LS & Partners @ CA, LLC, and/or Paradies Lagardere @ LAX (F&B), LLC, at the Tom Bradley International Terminal (Terminal B) of the Los Angeles International Airport, including III Forks Prime Steakhouse, Lucky Fish by Roku Featuring Drink LA, Petrossian Caviar and Champagne Bar, Cantina Laredo, James Beach Fish Tacos, Scoreboard LA, and P.F. Chang’s, at any time during the time-period of May 21, 2014 to September 18, 2023.

1.6. “Class Counsel” means Michael D. McLachlan of McLachlan Law, APC, Rolando Gutierrez of Brown White & Osborn, LLP, and Thomas W. Kielty, Attorney at Law.

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

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

number, and dates of employment with Defendants during the Class Period.

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

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

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

1.12. “Class Period” means the period from May 21, 2014 to September 18, 2023.

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

1.14. “Class Representatives Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.

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

1.16. “Defendants” means named defendants LS & Partners @ CA, LLC, and Paradies Lagardere @ LAX (F&B), LLC.

1.17. “Defense Counsel” means Justin M. Michitsch of Gordon Rees Scully Mansukhani, LLP.

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

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

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

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

1.22. “Gross Settlement Amount” means \$1,500,000 (One Million Five Hundred Thousand Dollars), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments (including employee-side taxes incurred as a result of the payment of the Wage Portion of the Individual Class Payments), Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representatives Service Payments, and the Administrator’s Expenses. Employer-side taxes based on the Wage Portion of the Individual Class Payments shall not be paid out of the Gross Settlement Amount and shall be funded by Defendants separately.

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

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

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

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

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

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representatives Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments (less any applicable withholdings as to employee-side taxes).

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

1.30. “Operative Complaint” means all iteration and/or versions of the complaint filed in the Action, including the fourth amended complaint that added the PAGA cause of action alleged in the PAGA Action.

1.31. “PAGA Action” means the separate civil action filed by the Plaintiffs on May 25, 2018, against Defendants LS & Partners @ CA, LLC; LS and Partners at LAX, LLC; Paradies Lagardere @ LAX (F&B), LLC; and Paradies Lagardere @ LAX, LLC, alleging a single cause of action under PAGA [Cal. Lab. Code §§ 2699, *et seq.*], in the Superior Court of California, County of Los Angeles, styled *James Miller, et al. v. LS & Partners @ CA, LLC, et al.* (case no. BC707660), which was dismissed without prejudice on October 5, 2023.

1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.33. “PAGA Period” means the period from March 19, 2017 to September 18, 2023.

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

1.35. “PAGA Notice” means Plaintiffs’ March 19, 2018 letters issued to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.36. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$100,000), allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) in settlement of PAGA claims.

1.37. “Participating Class Member” means a Class Member who does not submit a valid or timely Request for Exclusion from the Settlement.

1.38. “Plaintiffs” mean Plaintiff Miller, Plaintiff Christopher, and Plaintiff Leon, the named plaintiffs in the Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

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

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

1.42. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.43. “Released Parties” means: Defendants and any of their former and/or present parents, subsidiaries, and affiliates, LS and Partners at LAX, LLC, Paradies Lagardere @ LAX, LLC, Concessions Management, Inc., Eastern Airport News, Inc., LS- Concessions Management at LAX TBIT, LLC, and Concessions Management- LS at LAX TBIT, LLC, as well as their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives.

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

1.45. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the

Response Deadline has expired.

1.46. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.47. “Workweek” means any week during which a Class Member worked for either of the Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. WHEREAS, Plaintiffs initiated this Action on May 21, 2018, alleging causes of action against Defendants LS & Partners @ CA, LLC; LS and Partners at LAX, LLC; Paradies Lagardere @ LAX (F&B), LLC; and Paradies Lagardere @ LAX, LLC, for (1) Failure to Provide Meal Periods [CAL. LAB. CODE §§ 226.7 & 512]; (2) Failure to Provide Rest Periods [CAL. LAB. CODE § 226.7]; (3) Failure to Furnish Accurate Wage Statements [CAL. LAB. CODE § 226(a)]; (4) Failure to Pay Earned Wages Upon Discharge [CAL. LAB. CODE §§ 201-203]; and (5) Unfair Competition and Unlawful Business Practices [CAL. BUS. & PROF. CODE § 17200, *et seq.*].

2.2. WHEREAS, Plaintiffs separately initiated a PAGA Action on May 25, 2018.

2.3. WHEREAS, prior to the initiation of the PAGA Action, on March 19, 2018, Plaintiffs gave timely notice to Defendants LS & Partners @ CA, LLC; LS and Partners at LAX, LLC; Paradies Lagardere @ LAX (F&B), LLC; and Paradies Lagardere @ LAX, LLC and to the LWDA by sending the PAGA Notice, pursuant to section 2699.3(a) of the CALIFORNIA LABOR CODE.

2.4. WHEREAS, on February 19, 2020, Defendants LS and Partners at LAX, LLC and Paradies Lagardere @ LAX, LLC were dismissed from the Action pursuant to a stipulated order.

2.5. WHEREAS, on January 11, 2021, with leave of court plaintiff filed a first amended complaint alleging causes of action for (1) Failure To Pay Minimum Wages Pursuant to The California Labor Code and Division 10, Art. 11 of the Los Angeles Administrative Code [Cal. Lab. Code §§ 1182, 1194, 1194.2, 1197, and L.A. Admin. Code §§ 10.37-10.77.14]; (2) Failure To Pay Overtime and Double Time Compensation [Cal. Lab. Code §§ 510, 1194, 1198, and 8 Cal. Code Regs. § 11050(3)(A)(1), *et. seq.*]; (3) Failure To Provide Meal Periods [Cal. Lab Code §§ 226.7, 512, 8 Cal. Code Regs. § 11050(11)]; (4) Failure To Provide Rest Periods [Cal. Lab Code § 226.7, 8 Cal. Code Regs. § 11050(12)]; (5) Failure to Indemnify [Cal. Lab. Code § 2802; 8 Cal. Code Regs. § 11050(9)(B)]; (6) Failure To Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (7) Waiting Time Penalties [Cal. Lab. Code § 203]; (8) Penalties Pursuant to the Private Attorney General Act (“PAGA”) [Cal. Lab. Code § 2699, *et. al.*]; and (9) Unfair Competition and Unlawful Business Practices [Cal. Bus. & Prof. Code § 17200, *et. seq.*]

2.6. WHEREAS, the Parties agreed to mediate with professional neutral, David A. Rotman, Esq. of Mediated Negotiations, on November 10, 2021.

2.7. WHEREAS, prior to mediation on November 10, 2021, Class Counsel obtained, through formal and informal discovery, employee data such as wage statements, pay stubs, payroll data in electronic format, timesheets, time data in electronic format, and the like, for each Class Member, and retained experts to analyze the employee data in advance of mediation.

2.8. WHEREAS, prior to mediation on November 10, 2021, Class Counsel obtained, through formal and informal discovery, evidence they believe substantiates the claims alleged in the Action, including copies of employee handbooks and witness interviews.

2.9. WHEREAS, on November 10, 2021, the Parties participated in private mediation with Mr. Rotman, but were unable to reach a resolution.

2.10. WHEREAS, on August 23, 2022, Plaintiffs filed their second amended complaint in the Class Action.

2.11. WHEREAS, on October 3, 2022, Defendants filed their motion to strike Plaintiffs' second amended complaint.

2.12. WHEREAS, on January 25, 2023, the Parties entered into a stipulation and [proposed] order granting Plaintiffs leave to file a third amended complaint,

2.13. WHEREAS, with leave of court Plaintiffs filed a third amended complaint February 7, 2023.

2.14. WHEREAS, on June 7, 2023, the Parties accepted a mediator's proposal, the material terms of which are encompassed within this Agreement.

2.15. WHEREAS, to effectuate the Settlement, the Parties executed a stipulation and [proposed] order granting Plaintiffs leave to file the Operative Complaint.

2.16. WHEREAS, to effectuate the Settlement, the Parties submitted a stipulation and [proposed] order in the PAGA Action in which the Parties requested a dismissal without prejudice.

2.17. WHEREAS, to effectuate the Settlement, Plaintiff James Miller shall dismiss, with prejudice and within five (5) court days of the Final Approval, his January 17, 2020 National Labor Relations Act Charge against Defendant Paradies Lagardere @ LAX (F&B), LLC with the National Labor Relations Board (case no. 31-CA-254953, "NLRB Charge").

2.18. WHEREAS, on September 25, 2023, Plaintiffs filed the Operative Complaint.

2.19. WHEREAS, on October 5, 2023, the PAGA Action was dismissed without prejudice.

2.20. WHEREAS, based on the documents and information gathered through formal discovery and investigation and applicable law or extension thereof, Plaintiffs and Class Counsel believe this Action is meritorious. Class Counsel has conducted a thorough investigation into the facts of this case and has diligently pursued the claims against Defendants. Based on Class Counsel's own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class Members in light of all known facts and circumstances, including the complexity of the Action, the risk of significant delay, the defenses that could be asserted by Defendants both to certification and on the merits, the existence of arbitration agreements, the risks and expense of trial, and appellate risk.

2.21. WHEREAS, Defendants and Defense Counsel have also investigated the facts surrounding Plaintiffs' claims on behalf of themselves and the Class and have defended themselves from such claims. Defendants deny any liability or wrongdoing of any kind associated with Plaintiffs' claims as alleged in the Operative Complaint.

2.22. WHEREAS, Plaintiffs have not filed their motion for class certification and, as such, the Court has not granted class certification in the Class Action.

2.23. WHEREAS, the entry of Judgment in this Action shall, as more specifically discussed herein, resolve all claims which were or reasonably could have been alleged in the Operative complaint, with the exception of any claims which might be retained by Non-Participating Class Members.

2.24. WHEREAS, the Court has jurisdiction over the Parties and the subject matter of the Action.

2.25. WHEREAS, the Parties, Class Counsel, and Defense Counsel represent that they are not aware of any pending matter or action asserting claims that will be extinguished or affected by the Settlement aside from the National Labor Relations Charge (case no. 31-CA-25953, "NLRB Charge") previously filed by Plaintiff Miller that is currently pending before that federal agency. The NLRB Charge involves claims encompassed by, that overlap with, and/or are subsumed by the Operative Complaint.

2.26. WHEREAS, the Parties, Class Counsel, and Defense Counsel agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement and to effectuate its terms.

2.27. WHEREAS, the foregoing Recitals are incorporated into the Agreement as if fully set forth in the body of the Settlement Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$1,500,000 (One Million Five Hundred Thousand Dollars) and no more as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1. To Plaintiffs: Class Representatives Service Payments to the Class Representatives shall be as follows (and in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Member and/or Aggrieved Employee):

- \$25,000 to Plaintiff Miller
- \$15,000 to Plaintiff Leon
- \$15,000 to Plaintiff Christopher

Defendants will not oppose Plaintiffs' request for Class Representatives Service Payments that do not exceed the above amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representatives Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representatives Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representatives Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representatives Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be \$525,000 and a Class Counsel Litigation Expenses Payment of not more than \$135,000. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and

indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$12,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$12,500, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Period count. Individual PAGA payments shall be considered 100% penalties and reported on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.5.3. A Class Member opting out of the class action components of the Settlement and, as a result, being considered a Non-Participating Class Member has no impact on whether that Class Member is an Aggrieved Employee. Aggrieved Employees cannot opt out of the PAGA components of the Settlement and will receive a PAGA Payment regardless

of whether they are Participating or Non-Participating Class Members.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Pay Periods. Based on a review of their records to date, Defendants estimate there are 511 Class Members who collectively worked a total of 36,456 Workweeks during the Class Period, and 340 Aggrieved Employees who worked a total of 10,371 of PAGA Pay Periods.

4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of employer-side payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representatives Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

of Address Database.

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

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. [SECTION 5 PURPOSEFULLY OMITTED]

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

6.1. Plaintiffs' Release. In addition to the releases set forth in Paragraph 6.2 and 6.3, below, Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns also generally release and discharge Released Parties from all known and unknown claims arising out of or related to their respective employments with Defendants ("Plaintiffs' Release"). Each Plaintiff acknowledges that he/she may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or any Plaintiff's or Class Counsel's discovery of them.

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

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

6.1.2. Plaintiff Miller's Dismissal of NLRB Charge. In conjunction with Plaintiffs' Release as to Plaintiff Miller, and as further consideration for his increased service award compared to the other two named plaintiffs, Plaintiff Miller shall dismiss, with prejudice and within five (5) court days of the Court's final approval of this Settlement and the Court's entry of judgment on same, his NLRB Charge.

6.2. Release by Participating Class Members: All Participating Class Members (which includes Plaintiffs), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties (which is defined to include Defendants) from the claims alleged, or that reasonably could have been alleged based on the facts and/or allegations asserted, in the Action (as well as the letter(s) Plaintiffs issued to the LWDA), including any claims and/or allegations asserted in any prior iteration or version of the Action, for the Class Period and/or that accrued, arose, and/or originated during the Class Period, including state wage and hour claims, claims for/related to unpaid wages (including but not limited to those related to off-the-clock work and employee travel and/or commuting through and/or to the Los Angeles International Airport), fees, overtime wages, double time wages, minimum wage, on-duty meal periods, meal periods and/or meal period premiums, rest breaks and/or rest break premiums, timely payment of wages violations, accurate and complete itemized wage statements violations, failure to furnish and/or maintain employee files and/or payroll records, failure to timely pay all wages due and owed upon cessation of employment, violation of unfair competition and unlawful business practices law, failure to pay wages pursuant to the Los Angeles Living Wage Ordinance, and failure to furnish a suitable place to take meal periods and/or rest breaks and/or suitable meal period/rest break facilities. This release includes claims alleging violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, and 226.7, *et seq.*; Labor Code §§ 510, 512, 558, *et seq.*; Labor Code §§ 1182, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, *et seq.*; Labor Code §§ 2802; sections 3, 9, 11, and 12 of the applicable Industrial Welfare Commission Wage Order; 8 Cal. Code Regs. § 11050(3)(A)(1), *et seq.*; 8 Cal. Code Regs. § 11050(9)(B), (11), and (12); Cal. Bus. & Prof. Code § 17200, *et seq.*; and L.A. Admin. Code §§ 10.37-10.77.14.

6.3. PAGA Release by Aggrieved Employees: All Aggrieved Employees, regardless of whether they are a Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims and/or claims for relief and/or recovery under the PAGA (such as for civil penalties and attorneys' fees and costs) that were alleged, or reasonably could have been alleged based on facts asserted, in the Operative Complaint and the PAGA Notice for and/or as to the PAGA Period.

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs agree to prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the

Court's current checklist for Preliminary Approvals.

7.1. Plaintiffs' Responsibilities. Within twenty (20) days of full execution of this Settlement Agreement, Named Plaintiffs will move the Court for a Preliminary Approval Order seeking (a) preliminary approval of this Settlement Agreement; (b) preliminary certification of the Action for settlement purposes; (c) appointment the Plaintiffs and Class Counsel as adequate representatives for the Class; (d) approval of the form and content for the proposed Notice to the Class; (e) an order directing mailing of the Notice to the Class; (f) appointment of the Administrator, approval of the Settlement Administration, and preliminary approval of the proposed Administrative Expenses Payment; (g) preliminary approval of the proposed Named Plaintiff Service Payment; (h) preliminary approval of the application for Class Counsel Fees and the Class Counsel Expenses Payment; (i) and a date for the Final Approval Hearing along with a related briefing schedule.

7.2. Duty to Cooperate. The Parties will work with one another in good faith and agree on the form of any proposed orders or notices to the Class, and they shall work in good faith to reasonably and promptly present the Settlement to the Court for Preliminary Approval. Class Counsel will prepare the Motion for a Preliminary Approval and supporting documentation and will provide Defense Counsel with the opportunity to review them and provide input at least seven (7) days before it is filed. Defendants and Defense Counsel agree to not oppose the Motion for a Preliminary Approval so long as it complies with the terms of this Settlement Agreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement Agreement, Class Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION.

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

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

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

8.4. Notice to Class Members.

8.4.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

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

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out) of the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the

identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

8.7. Objections to Settlement.

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

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to

the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

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

8.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the

number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as to the Class Period, (1) there are 511 Class Members (2) who worked a total of 36,456 Workweeks during the Class Period. If the number of Workweeks worked by Class Members during the Class Period is more than 10% greater than the above-identified Workweek figure (i.e., if there are 40,102 or more Workweeks worked by Class Members during the Class Period), Defendants agree to increase the GSA on a proportional basis beyond that 10% increase (i.e., if there is a 12% increase in the number of Workweeks worked by Class Members compared to what is set forth herein as to total Workweeks worked by the Class Members, Defendants would increase the GSA by 2%).

10. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List is 7.5% or greater than the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw, in writing, not later than 30 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

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

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

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

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

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

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

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability, Class Certification, or Representative Manageability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the

allegations in the Operative Complaint or otherwise have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification, representative treatment, and determination of manageability is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. No Waiver, Invalidation, or Nullification of Arbitration Agreements, Class Action Waivers, and/or Prior Resolutions. Defendants' entry into this Agreement does not constitute waiver, invalidation, or nullification of any arbitration agreements, class action waivers, and/or prior resolutions that certain Class Members may have signed, agreed to, and/or that may apply to them nor render those otherwise unenforceable. As such, if the Settlement is not approved by the Court, is terminated, and/or otherwise fails, and/or this matter returns to litigation, Defendants will have the right to seek enforcement of and/or have enforced any such arbitration agreements, class action waivers, and/or prior resolutions as appropriate and as though the Parties never entered into or agreed to a settlement in this matter. Moreover, Defendants retain the right to seek enforcement of and/or have enforced any such arbitration agreements, class action waivers, and/or prior resolutions as to any Class Member who opts out or does not participate in the Settlement and/or who brings a claim outside of and/or not covered by this Settlement (regardless of whether that individual is a Participating or Non-Participating Class Member). Note, however, any Class Member that an arbitration agreement, class action waiver, and/or prior resolution may cover or apply to may participate in this settlement in full and will be treated, for settlement purposes, in the same manner as a Class Member who did not enter into any such agreement or class action waiver and/or is not covered by any prior resolution.

13.3. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

13.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party as well as the Memorandum of Understanding entered into by the Parties on September 18, 2023. .

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

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

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

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

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

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

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

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

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

13.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and/or summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

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

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

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

///

///

///

///

///

///

///

///

Class Counsel

Michael D. McLachlan, Esq.

mike@mclachlan-law.com

MCLACHLAN LAW, APC

2447 Pacific Coast Highway, Suite 100

Hermosa Beach, California 90254

Tel: (310) 954-8270

Thomas W. Kielty, Esq.

tomkielty@twk-law.com

2447 Pacific Coast Highway, Suite 100

Hermosa Beach, California 90254

Tel: (310) 393-0515

Rolando J. Gutierrez, Esq.

rgutierrez@brownwhitelaw.com

Nicholas L. Ramirez, Esq.

nramirez@brownwhitelaw.com

BROWN WHITE & OSBORN LLP

333 South Hope Street, 40th Floor

Los Angeles, California 90071

Tel: (213) 613-0500

Defense Counsel

Justin M. Michitsch, Esq.

jmichitsch@grsm.com

Gordon Rees Scully Mansukhani, LLP

101 W. Broadway, Suite 2000

San Diego, CA 92101

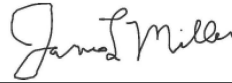
Tel: (619) 230-7438

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

13.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that by signing this Agreement, they are further memorializing their prior agreement to extend the five-year deadline to bring this matter to trial under section 583.310 of the California Code of Civil Procedure by 180 days from June 19, 2024. To effectuate the Settlement, in conjunction with their Motion for Preliminary Approval, Plaintiffs will request, and Defendants will not oppose, that the Court toll the five-year deadline to bring this matter to trial under section 583.310 of the California Code of Civil Procedure.

[INTENTIONALLY LEFT BLANK / SIGNATURES ON FOLLOWING PAGE]

Dated: 6/27/2024



James Miller
Plaintiff

Dated: 06/27/2024



Ashley Leon
Plaintiff

Dated: 6/27/2024



Damesha Christopher
Plaintiff

Dated: _____

Name: _____

Title: _____
LS & PARTNERS @ CA, LLC

Dated: _____

Name: _____

Title: _____
PARADIES LAGARDERE @ LAX
(F&B), LLC

McLachlan Law, APC
Brown White & Osborn, LLP
Thomas W. Kielty, Attorney at Law

Dated: June 27, 2024



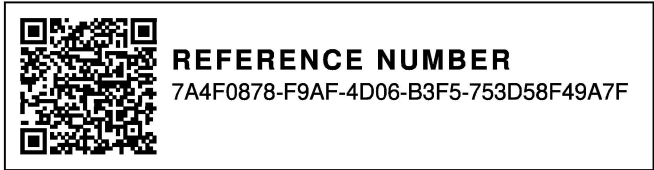
Michael D. McLachlan
Rolando J. Gutierrez
Thomas W. Kielty
Attorneys for Plaintiffs

Gordon Rees Scully Mansukhani, LLP

Dated: _____


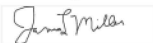
Justin M. Michitsch
Attorneys for Defendants


SIGNATURE CERTIFICATE



TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 7A4F0878-F9AF-4D06-B3F5-753D58F49A7F Transaction Type Signature Request Sent At 06/27/2024 15:18 EDT Executed At 06/27/2024 15:46 EDT Identity Method email Distribution Method email Signed Checksum 58357de30d72cc01a869e88cf5f23c6704d51fd34d7d431d80b7cf40da4e4685 Signer Sequencing Disabled Document Passcode Disabled	Document Name 2024_06_27_Miller- Amended Long-Form Class and PAGA Settlement Agreement Clean Final Draft Filename 2024_06_27_Miller- Amended_Long-Form_Class_and_PAGA_Settlement_Agreement_Clean_Final_Draft_.pdf Pages 23 pages Content Type application/pdf File Size 248 KB Original Checksum 1ce60d2a1e08d3d3bc2ab0b33c230d448d903b3e87749d3dcfb94f86d8714628

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Damesha Christopher Email d0678christopher@yahoo.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum e5cba489af50e2cc05a10e66b6c4f8f978ab590d8a956f0ea4cad48922a6f8ae IP Address 162.198.37.160 Device Microsoft Edge via Windows Typed Signature  Signature Reference ID C983FADF	Viewed At 06/27/2024 15:45 EDT Identity Authenticated At 06/27/2024 15:46 EDT Signed At 06/27/2024 15:46 EDT
Name James Miller Email grtfeel1@icloud.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 4549e851969caa1d78bf504a64d3b4849cb49c5da0e5df1e5cf73c57cd14cf3c IP Address 66.74.12.188 Device Safari via Mac Drawn Signature  Signature Reference ID 1155607A Signature Biometric Count 4	Viewed At 06/27/2024 15:42 EDT Identity Authenticated At 06/27/2024 15:44 EDT Signed At 06/27/2024 15:44 EDT

SIGNER	E-SIGNATURE	EVENTS
Name Ashley Leon	Status signed	Viewed At 06/27/2024 15:24 EDT
Email ashley_leon_@hotmail.com	Multi-factor Digital Fingerprint Checksum 3d11af37f48258f76a4cbc7135e339ca95d0f8755feeaf5c32363eca6d0aa99e	Identity Authenticated At 06/27/2024 15:24 EDT
Components 2	IP Address 104.172.200.35	Signed At 06/27/2024 15:24 EDT
	Device Mobile Safari via iOS	
	Drawn Signature 	
	Signature Reference ID FEEA920B	
	Signature Biometric Count 3	

AUDITS

TIMESTAMP	AUDIT
06/27/2024 15:18 EDT	THOMAS Kielty (tomkielty@twk-law.com) created document '2024_06_27_Miller-_Amended_Long-Form_Class_and_PAGA_Settlement_Agreement_Clean_Final_Draft_.pdf' on Chrome via Windows from 47.181.159.176.
06/27/2024 15:18 EDT	Damesha Christopher (d0678christopher@yahoo.com) was emailed a link to sign.
06/27/2024 15:18 EDT	Ashley Leon (ashley_leon_@hotmail.com) was emailed a link to sign.
06/27/2024 15:18 EDT	James Miller (grtfeel1@icloud.com) was emailed a link to sign.
06/27/2024 15:23 EDT	Ashley Leon (ashley_leon_@hotmail.com) viewed the document on Mobile Safari via iOS from 104.172.200.35.
06/27/2024 15:24 EDT	Ashley Leon (ashley_leon_@hotmail.com) viewed the document on Chrome via Windows from 40.94.29.24.
06/27/2024 15:24 EDT	Ashley Leon (ashley_leon_@hotmail.com) authenticated via email on Mobile Safari via iOS from 104.172.200.35.
06/27/2024 15:24 EDT	Ashley Leon (ashley_leon_@hotmail.com) signed the document on Mobile Safari via iOS from 104.172.200.35.
06/27/2024 15:31 EDT	Damesha Christopher (d0678christopher@yahoo.com) was emailed a reminder.
06/27/2024 15:31 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:33 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:33 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:35 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:35 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:37 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:38 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Mobile Safari via iOS from 107.115.171.72.
06/27/2024 15:42 EDT	James Miller (grtfeel1@icloud.com) viewed the document on Safari via Mac from 66.74.12.188.
06/27/2024 15:44 EDT	James Miller (grtfeel1@icloud.com) authenticated via email on Safari via Mac from 66.74.12.188.
06/27/2024 15:44 EDT	James Miller (grtfeel1@icloud.com) signed the document on Safari via Mac from 66.74.12.188.
06/27/2024 15:45 EDT	Damesha Christopher (d0678christopher@yahoo.com) viewed the document on Microsoft Edge via Windows from 162.198.37.160.
06/27/2024 15:46 EDT	Damesha Christopher (d0678christopher@yahoo.com) authenticated via email on Microsoft Edge via Windows from 162.198.37.160.
06/27/2024 15:46 EDT	Damesha Christopher (d0678christopher@yahoo.com) signed the document on Microsoft Edge via Windows from 162.198.37.160.

Dated: _____

James Miller
Plaintiff

Dated: _____

Ashley Leon
Plaintiff

Dated: _____

Damesha Christopher
Plaintiff

Dated: 7/11/2024



Name: Karen K. Suttle

Title: Senior Vice President +
LS & PARTNERS @ CA, LLC *General Counsel*

Dated: 7/11/2024



Name: Karen K. Suttle

Title: Senior Vice President + General
PARADIES LAGARDERE @ LAX *Counsel*
(F&B), LLC


McLachlan Law, APC
Brown White & Osborn, LLP
Thomas W. Kielty, Attorney at Law

Dated: _____

Michael D. McLachlan
Rolando J. Gutierrez
Thomas W. Kielty
Attorneys for Plaintiffs

Gordon Rees Scully Mansukhani, LLP

Dated: July 11, 2024



Justin M. Michitsch
Attorneys for Defendants

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

James Miller, et al. v. LS & Partners @ CA, LLC, et al.
Los Angeles Superior Court Case Number BC706919

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against LS & Partners & CA, LLC (“LS”), and Paradies Lagardere @ CA, LLC (“Paradies” and referred to herein with LS as “Defendants”) alleging wage and hour violations. The Action was filed by former employees James Miller (“Plaintiff Miller”), Ashley Leon (“Plaintiff Leon”), and Damesha Christopher (“Plaintiff Christopher”) (Plaintiff Miller, Plaintiff Leon, and Plaintiff Christopher are collectively referred to as “Plaintiffs”) and seeks payment of (1) allegedly unpaid back wages and related penalties for a class of non-exempt hourly employees (“Class Members”) who worked for Defendants during the Class Period of May 21, 2014 to September 18, 2023; and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all current and former hourly employees of Defendants who worked during the “PAGA Period” of March 19, 2017 to September 18, 2023 (“Aggrieved Employees”).

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

Your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive will likely be different and will depend on a number of factors, which are explained in more detail in **Section 4.E.** of this Notice. The above estimates are based on Defendants’ records that show you worked [REDACTED] **workweeks** during the Class Period and [REDACTED] **pay periods** during the PAGA Period.

While the Court has already preliminarily approved the Settlement, it has not yet decided whether to grant final approval of the Settlement. **A final approval hearing (“Final Approval Hearing”) regarding the Settlement will be held on [REDACTED], 2024 at [REDACTED] a.m./p.m. at the Los Angeles Superior Court of the State of California, Department 9, located at 312 North Spring Street, Los Angeles, California 90012.** The Court will determine at the hearing whether the Settlement is fair, reasonable, and adequate, whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants. The Court will also decide how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”).

Read this Notice carefully. You will be deemed to have carefully read and understood it. Your legal rights are affected whether you act or not.

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

- (1) **Do Nothing.** You don’t have to do anything to participate in the Settlement to be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a “Participating Class Member,” though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from (opt out of) the Class Settlement by submitting the written Request for Exclusion or otherwise notifying the

Administrator in writing. If you opt out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you do nothing, you will be a “Participating Class Member,” eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
YOU CAN OPT OUT OF THE CLASS ACTION SETTLEMENT BUT NOT THE PAGA SETTLEMENT THE OPT-OUT DEADLINE IS	<p>If you do not want to fully participate in the Settlement and wish to fully retain your rights to pursue the non-PAGA Labor Code claims at issue in the Action, you can opt out of the Class Settlement by sending the Administrator (defined in Section 4.B., below) a written Request for Exclusion (defined in Section 5.C., below). Once excluded, you will be a “Non-Participating Class Member” who is no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the Settlement. If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members. See Section 5.C. of this Notice.</p> <p>If you are an Aggrieved Employee, legally you cannot opt out of the PAGA Settlement. Defendants must pay the Individual PAGA Payments to all Aggrieved Employees and all Aggrieved Employees give up their rights as a matter of law to pursue PAGA claims during the PAGA Period.</p>
PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT BUT NOT THE PAGA SETTLEMENT WRITTEN OBJECTIONS MUST BE SUBMITTED BY	Any Participating Class Members may object to the any aspect of the Class Settlement but not the PAGA Settlement. The Court’s decision whether to grant final approval of the Settlement will include a determination of how much will be paid to Plaintiffs and to Class Counsel who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, however, every dollar paid to them reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Plaintiffs and/or Class Counsel if you think they are unreasonable. See Section 5.D. of this Notice.

<p>YOU CAN PARTICIPATE IN THE FINAL APPROVAL HEARING, SCHEDULED FOR</p> <p>_____</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court’s virtual appearance platform. See Section 6.A. of this Notice.</p>
<p>YOU CAN CHALLENGE THE CALCULATION OF YOUR WORKWEEKS/PAY PERIODS</p> <p>WRITTEN CHALLENGES MUST BE SUBMITTED BY</p> <p>_____</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many pay periods you worked during the PAGA Period, respectively.</p> <p>The number of workweeks in the Class Period and the number of pay periods in the PAGA Period you worked according to Defendants’ records are stated on the first page and on Section 4.E. of this Notice. If you disagree with either of these numbers, you may challenge it by _____. See Section 5.B. of this Notice. Any dispute as to the number of workweeks and/or pay periods must be in writing. The Administrator will investigate and determine if the dispute appears to be valid. Defendants’ records will be presumed accurate so you must include proof substantiating your dispute.</p>

1. WHAT IS THE PURPOSE OF THIS NOTICE?

This Action consists of a putative class action filed by the Plaintiffs on May 21, 2018, known as *James Miller, et. al. v. LS & Partners @ CA, LLC, et. al.*, in Los Angeles Superior Court, Case Number BC706919, against Defendants (the “Class Action”), and a separate action filed by the Plaintiffs on May 25, 2018, alleging a claim under PAGA known as *James Miller, et. al. v. LS & Partners @ CA, LLC, et. al.*, in the Los Angeles Superior Court, Case Number BC707660, against Defendants (the PAGA Action). Plaintiffs and Defendants in both the Class Action and the PAGA Action have reached a global settlement on behalf of non-exempt employees who worked for Defendants at any time between May 21, 2014, to September 18, 2023. As a condition of settlement, the parties agreed to combine the Class Action and the PAGA Action into a single consolidated lawsuit by (1) amending the complaint in the Class Action, which is now the “Operative Complaint,” to add the PAGA claim; and (2) dismissing the PAGA Action. Judge Yvette M. Palazuelos in Department 9 of the Los Angeles Superior Court is overseeing the Action and this Settlement. Defendants’ records indicate that you are a Class Member covered by this Settlement.

2. WHAT IS THE ACTION ABOUT?

The Action alleges that Defendants violated California labor laws (and the related Industrial Wage Order) by failing to pay minimum wages (including minimum wages prescribed under the Los Angeles Living Wage Ordinance), overtime and double time wages, wages due upon termination, reimbursable expenses, and by failing to provide rest breaks, meal periods, and accurate itemized wage statements. Based on these same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA (California Labor Code §§ 2698, *et seq.*) Plaintiffs are represented by Class Counsel, namely, Michael D. McLachlan, Esq., of

MCLACHLAN LAW, PC, by Thomas W. Kielty, Esq., and by Rolando J. Gutierrez, Esq., of BROWN WHITE & OSBORN LLP.

You can read Plaintiffs' allegations as stated in the Operative Complaint, which is available at [\[Administrator's website\]](#). Defendants strongly deny violating any laws or failing to pay any wages and contend they each complied with all applicable laws.

3. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not decided whether Defendants or Plaintiffs are correct on the merits. Defendants and Plaintiffs reached a settlement by mediating this Action with an experienced neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (the "Settlement Agreement") and agreeing to jointly ask the Court to enter judgment ending the Action and enforcing the terms of the Settlement Agreement, Plaintiffs and Defendants have negotiated a settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merits of any of Plaintiffs' claims.

Plaintiffs and Class Counsel strongly believe that the Settlement is a good deal for you because they believe that: (a) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strengths of the claims and the risks and uncertainties of continued litigation; and (b) settlement is in the best interests of the Class Members and the Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Notice, and has scheduled a hearing to determine final approval.

4. TERMS OF THE SETTLEMENT.

A. How Much Is The Settlement And Who Is Paying It?

Defendants have agreed to pay \$1,500,000.00 (the "Gross Settlement Amount") to settle all the claims of Plaintiffs, Class Members, and Aggrieved Employees. The Gross Settlement Amount will be deposited into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, payment to Plaintiffs for initiating the Action and providing services in support of the Action (the "Class Representative Service Payment"), Class Counsel's fees and litigation expenses, the expenses incurred by the Administrator to effectuate the Settlement, and penalties required to be paid to the California Labor and Workforce Development Agency ("LWDA").

B. Who Is The Administrator And What Does It Do?

The Court has appointed the neutral company, CPT Group, Inc. (the "Administrator"), to administer the Settlement, including sending this Notice, calculating and making payments, and processing any Class Member's Request for Exclusion. The Administrator will also decide Class Member challenges over workweeks and/or pay periods, mail and re-mail settlement checks and tax forms, and perform any other tasks necessary to administer the Settlement.

C. What Will The Gross Settlement Amount Pay?

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the final amounts for which will be decided by the Court at the Final Approval Hearing:

- i. Class Counsel's Fees and Litigation Expenses.** Up to \$525,000.00 (which represents thirty-five percent (35%) of the Gross Settlement Amount) to Class Counsel for

attorneys' fees, and up to \$ [REDACTED] for Class Counsel's litigation expenses. To date, Class Counsel have worked and incurred expenses in and for the Action without payment.

- ii. **Class Representative Service Payments.** Up to \$55,000.00 to Plaintiffs as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. \$ [REDACTED] will be paid to Plaintiff Miller, \$ [REDACTED] will be paid to Plaintiff Leon, and \$ [REDACTED] will be paid to Plaintiff Christopher, in addition to their respective Individual Class Payments and Individual PAGA Payments.
- iii. **Administrative Expenses.** Up to \$12,500 to the Administrator for services to administer the Settlement.
- iv. **PAGA Allocation.** Up to \$100,000.00 for PAGA penalties, of which seventy-five percent (75%) (*i.e.*, \$75,000) shall be remitted to the LWDA as the LWDA PAGA payment and the remaining twenty-five percent (25%) (*i.e.*, \$25,000) shall be distributed to Aggrieved Employees based on their PAGA Period pay periods.

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount to Class Members (the "Net Settlement Amount"). Any Participating Class Member has the right to object to any portion of these deductions. The Court will consider all objections.

D. How Will The Net Settlement Amount Be Distributed Among The Participating Class Members?

The Net Settlement Amount of at least \$ [REDACTED] will be distributed as follows:

i. Individual Class Payments.

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

ii. The Individual PAGA Payments.

The Administrator will also calculate the Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

iii. Taxes Treatment of Payments to the Class Members.

Plaintiffs and Defendants are requesting the Court to approve an allocation of 15% of each Individual Class Payment toward taxable wages (the "Wage Portion") and the remaining 85% towards penalties and interest (the "Non-Wage Portion"). The Wage Portion is subject to withholdings, as reported on IRS W-2 Forms, which will pay all applicable employee tax withholdings. Defendants will separately pay employer payroll taxes it owes on the Wage Portion, including employer FICA, FITA, and SDI contributions. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to this allocation, neither side is giving you any advice on whether your Individual Class Payment and/or Individual PAGA Payment are taxable and how much you might owe in taxes. You should consult with a tax advisor concerning the tax consequences of the payments you receive under the Settlement.

E. What Will My Approximate Recovery Be?

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive will likely be different and will depend on a number of factors, including (i) the number of Class Members who ultimately participate in the Settlement; (ii) the ultimate costs of providing notice and administrating the Settlement; and (iii) the amount that the Court ultimately awards with respect to the Class Representative Service Payment, Class Counsel’s fees and litigation expenses, and Administrator expenses. If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.

The above estimates are based on Defendants’ records that show **you worked [REDACTED] workweeks** during the Class Period and **you worked [REDACTED] pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period or you worked more pay periods during the PAGA Period, you can submit a challenge by the deadline date indicated in **Section 5.B.** of this Notice.

F. What Claims Would I Be Releasing If I Do Not Opt Out Of The Settlement?

i. The Participating Class Members’ Release.

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), each Class Member who has not opted out of the Class Settlement (*i.e.*, each Participating Class Member) will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you have opted out by submitting a valid and timely Request for Exclusion, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts or for PAGA penalties based PAGA Period facts, as alleged in the Operative Complaint. The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Defendants and any of their former and/or present parents, subsidiaries, and affiliates, LS and Partners at LAX, LLC, Paradies Lagardere @ LAX, LLC, Concessions Management, Inc., Eastern Airport News, Inc., LS- Concessions Management at LAX TBIT, LLC, and Concessions Management- LS at LAX TBIT, LLC, as well as their officers, directors, managers, owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors, assigns, or legal representatives (“Released Parties”) from the claims alleged, or that reasonably could have been alleged based on the facts and/or allegations asserted, in the Action (as well as the letter(s) Plaintiffs issued to the LWDA), including any claims and/or allegations asserted in any prior iteration or version of the Action, for the Class Period and/or that accrued, arose, and/or originated during the Class Period, including state wage and hour claims, claims for/related to unpaid wages (including but not limited to those related to off-the-clock work and employee travel and/or commuting through and/or to the Los Angeles International Airport), fees, overtime wages, double time wages, minimum wage, on-duty meal periods, meal periods and/or meal period premiums, rest breaks and/or rest break premiums, timely payment of wages violations, accurate and complete itemized wage statements violations, failure to furnish and/or maintain employee files and/or payroll records, failure to timely pay all wages due and owed upon cessation of employment, violation of unfair competition and unlawful business practices law, failure to pay wages pursuant to the Los Angeles Living Wage Ordinance, and failure to furnish a suitable place to take meal periods and/or rest breaks and/or suitable meal period/rest break

facilities. This release includes claims alleging violations of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 226, 226.3, and 226.7, *et seq.*; Labor Code §§ 510, 512, 558, *et seq.*; Labor Code §§ 1182, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, *et seq.*; Labor Code §§ 2802; sections 3, 9, 11, and 12 of the applicable Industrial Welfare Commission Wage Order; 8 Cal. Code Regs. § 11050(3)(A)(1), *et seq.*; 8 Cal. Code Regs. § 11050(9)(B), (11), and (12); Cal. Bus. & Prof. Code § 17200, *et seq.*; and L.A. Admin. Code §§ 10.37-10.77.14.

Except as further provided in **Section 4.F.ii.** of this Notice, Participating Class Members (aside from Plaintiffs) do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

ii. Aggrieved Employees' PAGA Release.

Upon final approval of the Settlement and when Defendants have fully funded the Gross Settlement Amount (and separately paid the employer-side payroll taxes), Aggrieved Employees shall also be bound by the release of any claims for civil penalties under section 2699 *et seq.* of the California Labor Code that were or could have been alleged in the Operative Complaint, even if they formally opted out of the Class Settlement and are no longer bound by the other provisions of the above release that are not claims for civil penalties under section 2699 *et seq.* This means that all Aggrieved Employees (including Non-Participating Class Members) cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Operative Complaint. The Aggrieved Employees will be bound by the following release:

All Aggrieved Employees, regardless of whether they are a Participating or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims and/or claims for relief and/or recovery under the PAGA (such as for civil penalties and attorneys' fees and costs) that were alleged, or reasonably could have been alleged based on facts asserted, in the Operative Complaint and the PAGA Notice for and/or as to the PAGA Period.

G. The Settlement Is Subject To Court Approval And Will Be Void If The Court Denies Final Approval.

It is possible that the Court will decline to grant final approval of the Settlement or decline to enter judgment on its order granting final approval. It is also possible that the Court will enter a judgment on its order granting final approval that is subsequently reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void, meaning that Defendants will not pay any money and Class Members will not release any claims against Defendants.

5. YOUR RIGHTS AND OPTIONS.

A. How Will I Get Paid?

For every Participating Class Member (*i.e.*, every Class Member who does not opt-out), the Administrator will send, by U.S. Mail, an Individual Class Payment Check, and a separate Individual PAGA Payment check to those who qualify as Aggrieved Employees. For every Non-Participating Class Member (*i.e.*, every Class Member who opted out of the Class Settlement) who qualify as Aggrieved Employees, the Administrator will send, by U.S. Mail, a single Individual PAGA Payment check.

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check(s) expires (the void date). If you do not negotiate the check(s) by the void date, your check(s) will be automatically cancelled. Any unclaimed funds from any uncashed checks, plus

any interest thereon, shall be distributed to the California State Controller's Unclaimed Property Fund in the names of the Participating Class Members and/or Aggrieved Employees.

Your check(s) will be sent to the same address as indicated on this Notice. If you change your address (or want your check sent to a different address), please be sure to notify the Administrator as soon as possible. Sections 5.B. and 7. of this Notice have the Administrator's contact information.

B. Can I Dispute The Number Of Weeks Or Pay Periods Defendants Claim I Worked?

Yes. If you disagree with the number of workweeks and/or PAGA Period pay periods reported for you in Defendants' records, you may file a written dispute with the Administrator by [redacted], 2024. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax to the Administrator at the following address:

[redacted] CLASS ACTION ADMINISTRATOR
[Administrator]
[Address, telephone, and fax]

The Administrator's contact information is also provided below, Section 7.

Any dispute submitted to the Administrator as to the number of workweeks and/or pay periods must be in writing and include proof supporting your dispute. In the absence of any contrary documentation, the Administrator is entitled to presume that the workweeks and pay periods contained in this Notice are correct so long as they are consistent with the Class Data. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve the workweek and/or pay period challenges based on your submission and input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination is final and binding. You cannot appeal or otherwise challenge the Administrator's final decision.

Do not contact the court to dispute the calculation of your Class Period workweeks and/or PAGA Period pay periods.

C. Can I Opt Out Of The Settlement?

Yes, but **only** to the Class Settlement. You cannot opt out of the PAGA Settlement.

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out of the Class Settlement. The easiest way to notify the Administrator is to submit a written and signed request to be excluded from the Class Settlement ("Request for Exclusion) by [redacted]. The Request for Exclusion should be a letter from a Class Member or his/her representative and must: (a) include your name, the last four digits of your social security number, and your signature; and (b) indicate that you desire to exclude yourself from the Class Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage-and-hour claims against Defendants. If you submit a timely and valid Request for Exclusion, as determined by the Administrator, you will be ineligible to object to any aspect of the Settlement.

You cannot opt out of the PAGA Settlement. Class Members who exclude themselves from the Class Settlement (*i.e.*, Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

If you opt out of the Class Settlement, your share of the non-PAGA Settlement proceeds may be divided up amongst the Participating Class Members.

D. Can I Object To The Settlement?

Yes, but **only** as to the Class Settlement **and only** if you do not opt out of the Class Settlement. If you do not wish to opt out of the Class Settlement but disagree with any portion of the Class Settlement, you have the right to file an objection. If you opt out of the Class Settlement, you will be ineligible to object to any portion of the Class Settlement.

If you do not opt out of the Class Settlement, you can object to the Class Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your position. Your objection must state, in writing, the specific reason for your objection, including any legal support, as well as your full legal name, date of birth, and the dates you worked as a non-exempt employee of Defendants and must be mailed, faxed, or emailed to the Administrator no later than [REDACTED]. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

Whether or not you object to or opt out of the Class Settlement, you may not object to the PAGA Settlement for any reason. This means that, if you qualify as an Aggrieved Employee, you will automatically be bound by the PAGA Settlement and related release.

E. What If I Do Nothing?

If you do nothing, you will receive your Individual Class Payment and/or Individual PAGA Payment, if any, from the Net Settlement Amount but only *if* and *after* the Court grants final approval. If you do not cash your settlement check(s), you will still be bound by all the terms of the Settlement, including the waivers and releases discussed in Sections 4.F.i. and 4.F.ii., and you will be prevented from suing Defendants or participating in any other litigation or class action relating to the matters being settled in this Action.

F. Can I Still Participate In The Settlement If I Signed An Arbitration Agreement With One Or Both Of The Defendants?

Yes. Certain Class Members may have signed an arbitration agreement with one or both of the Defendants in relation to their employment with the companies. Despite this, those Class Members who did sign an arbitration agreement may still fully participate in the Settlement in the same manner and to the same extent as those who did not sign an arbitration agreement. The Settlement, however, has no impact on the enforcement of any arbitration agreement a Class Member may have with either or both Defendants outside of this Settlement, and Defendants retain the right to seek enforcement of any arbitration agreements signed by Class Members as to (1) claims brought by Participating Class Members not covered and/or released by this Settlement, and (2) any and all claims brought by Non-Participating Class Members, including any claims that would have been covered and/or released by this Settlement if those Class Members did not opt out.

6. FINAL APPROVAL OF SETTLEMENT

A. How And When Will The Court Provide Final Approval Of The Settlement?

The Los Angeles Superior Court of the State of California will hold a Final Approval Hearing on [REDACTED], 2024, at [REDACTED] a.m./p.m., in Department 9, located at 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve the Class Representative Service Payment, Class Counsel's fees and litigation expenses, and the expenses incurred by the Administrator to effectuate the Settlement. Though your attendance is not required, you may attend (or hire a lawyer to attend at your own expense) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>).

Before making a decision, the Court will invite comments from Class Members who have submitted written objections, Class Counsel, Defense Counsel, and Participating Class Members who appear in Court (or hire a lawyer to appear on their behalf) to present verbal objections. In general, the Court will hear from any Participating Class Member who attends the Final Approval Hearing and asks to speak regarding his or her objection.

It is possible the Court may reschedule the Final Approval Hearing. You should check the Administrator’s website [redacted] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

B. When Will I Get My Settlement Check(s)?

If there are no appeals to the Court’s order granting final approval of the Settlement, the check(s) representing the Individual Class Payment and/or Individual PAGA Payment will be mailed out approximately [redacted] days after the Court enters judgment on its order granting final approval of the Settlement.

7. GETTING MORE INFORMATION.

This Notice does not contain all the terms of the Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court.

You may also visit the Administrator’s website at [Administrator’s website] to find specific documents related to this case and be able to access the Notice and other forms. There is no charge to view the documents on this website.

You may also contact Class Counsel or the Administrator for information about this Action:

<i>Class Counsel for Plaintiffs James Miller, Ashley Leon, Damisha Christopher, and the Settlement Class</i>		
Michael D. McLachlan, Esq. mike@mclachlan-law.com MCLACHLAN LAW, APC 2447 Pacific Coast Highway, Ste. 100 Hermosa Beach, California 90254 Tel: (310) 954-8270	Thomas W. KIELTY, Esq. tomkielty@twk-law.com [Address] [Phone Number]	Rolando J. Gutierrez, Esq. rgutierrez@brownwhitelaw.com [Address] [Phone Number]
<i>The Administrator</i>		
[Name] [Address]		

DO NOT TELEPHONE, WRITE, OR OTHERWISE CONTACT THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.