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

13 DAVID MARTINEZ OLIVA, ANDREW
GREZLIK, and ANTON PETERSON;
14 individually, and on behalf of others similarly-
situated,

15 Plaintiffs,

16 vs.

17 ROCK FISH, LLC, a California limited
18 liability company; ROCK 'N FISH 2, LLC, a
California limited liability company; THE
19 ZISLIS GROUP, INC., a California
corporation and DOES 1 through 50, inclusive,

20 Defendants.
21

Case No. BC658207

Honorable Daniel J. Buckley
Department SS1

CLASS ACTION

**FIRST AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT**

Complaint: April 18, 2017
FAC: August 7, 2017
SAC: November 30, 2017
TAC: May 9, 2019
Trial Date: None Set

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1 IT IS HEREBY STIPULATED, by and between Plaintiffs David Martinez Oliva, Anton
2 Peterson, and Andrew Grezlik (“Plaintiffs”), individually and on behalf of others similarly situated,
3 on the one hand, and Defendants Rock Fish, LLC, Rock’N Fish 2, LLC, Zislis Group, Inc., Michael
4 Zislis, and David Zislis (“Defendants”), on the other hand, and subject to the approval of the Court,
5 that the above-captioned action is hereby compromised and settled pursuant to the terms and
6 conditions set forth in this First Amended Stipulation of Class Action Settlement (“Stipulation”), and
7 that the Court shall make and enter judgment, subject to the continuing jurisdiction of the Court as set
8 forth below, and subject to the definitions, recitals, and terms set forth herein which by this reference
9 become an integral part of this Stipulation.

10 **DEFINITIONS**

11 1. “Action” means the putative class action entitled *Martinez Oliva, et al., v. Rock Fish,*
12 *LLC, et al.*, Los Angeles Superior Court Case No. BC658207.

13 2. “Class Counsel” means Matern Law Group, PC, including Matthew J. Matern, Tagore
14 O. Subramaniam, and Julia Z. Wells.

15 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s litigation
16 and resolution of this Action (not to exceed 33 1/3% of the Gross Settlement Amount), plus Class
17 Counsel’s expenses and costs reasonably incurred in connection with the Action.

18 4. “Settlement Class Information” means information regarding Settlement Class
19 Members that Defendants shall in good faith compile from its records and shall be authorized by the
20 Court to transmit in a secured manner to the Settlement Administrator. Settlement Class Information
21 shall be transmitted in electronic form and shall include, to the extent reasonably available in
22 Defendants’ records: each Class Member’s full name, last known address, Social Security Number,
23 and total number of Compensable Workdays, as well as whether the Class Member previously agreed
24 to a settlement agreement and the amount received.

25 5. “Settlement Class Members” means Plaintiffs and all current and former non-exempt
26 employees who were employed by either Defendant Rock Fish, LLC, or Rock’N Fish 2, LLC at the
27 restaurants located at 120 Manhattan Beach Blvd., Manhattan Beach, California 90266, and/or 800
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1 West Olympic Blvd. A-160, Los Angeles, California 90015, during the time period from April 18,
2 2013 to November 23, 2019 (i.e., the Class Period).

3 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
4 attached hereto as “**Exhibit A**,” including English and Spanish translations, which shall be subject to
5 Court approval, and which the Settlement Administrator shall mail to each Class Member explaining
6 the terms of this Stipulation and the Settlement.

7 7. “Class Period” means the period from April 18, 2013 through November 23, 2019.

8 8. “Class Representative Service Award” means the amount that the Court authorizes to
9 be paid to each respective Plaintiff, in addition to Plaintiffs’ Individual Settlement Awards, in
10 recognition of Plaintiffs’ efforts and the risks in assisting with the prosecution of the Action.

11 9. “Compensable Workdays” means the total number of days during which a Class
12 Member worked for any Defendant as a non-exempt employee at the restaurants located at 120
13 Manhattan Beach Blvd., Manhattan Beach, CA 90266, and/or 800 West Olympic Blvd. A-160, Los
14 Angeles, CA 90015, during the Class Period, based on Defendants’ records. Each Class Member’s
15 number of Compensable Workdays will be used to calculate the amount of his or her Individual
16 Settlement Award.

17 10. “Defendants” means Defendants Rock Fish, LLC (“Rock Fish MB”), Rock’N Fish 2,
18 LLC (“Rock Fish LA Live”), Zislis Group, Inc., David Zislis, and Michael Zislis.

19 11. “Defense Counsel” means Matthew Oster, Eric Levinrad, and Michael Sigall of Wolf,
20 Rifkin, Shapiro, Schulman & Rabkin, LLP; and John A. Strain and Amber M. Ziegler of Law Offices
21 of John A. Strain, A.P.C.

22 12. “Effective Date” refers to the date by which the last of the following has occurred: (1)
23 the Stipulation has been executed by all Parties, Class Counsel and Defense Counsel; (2) the Court
24 has given preliminary approval to the Settlement; (3) the Class Notice has been sent to the Settlement
25 Class Members, providing them with an opportunity to object to the terms of the Settlement; (4) the
26 Court has held a Final Approval Hearing, entered a Final Order and Judgment, and approved the
27 Stipulation, and no objections have been filed; or, if an objection has been filed, and (5) five business
28 days after the period for filing any appeal, writ or other appellate proceeding opposing the Court’s

1 Final Order and Judgment has elapsed without any appeal, writ or other appellate proceeding having
2 been filed. For purposes of determining the Effective Date, the Parties agree that only California
3 Courts have jurisdiction over any such appeals, except for any appellate procedure over which the
4 United States Supreme Court may exercise jurisdiction.

5 13. “Employer’s Share of Payroll Taxes” means Defendants’ share of payroll taxes
6 (including but not limited to FICA and FUTA) on the portion of the Individual Settlement Awards
7 that constitutes wages, which is to be paid to the Settlement Administrator apart from and in
8 addition to the Gross Settlement Amount.

9 14. “Final Approval Hearing” means the hearing to be conducted by the Court after
10 Plaintiffs file an appropriate motion, and following appropriate notice to the Settlement Class
11 Members, at which time Plaintiffs will request that the Court finally approve the fairness,
12 reasonableness and adequacy of the terms and conditions of Settlement, enter the Final Order and
13 Judgment, and take other appropriate action.

14 15. “Final Order and Judgment” means the order and judgment to be entered by the Court
15 upon granting final approval of the Settlement and this Stipulation as binding upon the Parties and
16 Participating Settlement Class Members.

17 16. “Gross Settlement Amount” refers to the sum of Four Hundred Thousand Dollars
18 (\$400,000), inclusive of settlement payments already paid to putative Settlement Class Members,
19 which Defendants have agreed to pay in order to resolve this Action, subject to approval by the Court.
20 The Gross Settlement Amount includes all Individual Settlement Awards to Settlement Class
21 Members, the Settlement Administration Costs, the Class Counsel Award, the Class Representative
22 Service Awards, and the PAGA payment to the LWDA. The Gross Settlement Amount does not
23 include the Employer’s Share of Payroll Taxes, which shall be paid separately and apart from the
24 Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount less settlement
25 payments already paid to the putative Settlement Class Members to the Settlement Administrator
26 within fourteen (14) calendar days of the entry of an order granting final approval of the proposed
27 settlement. Defendants’ total liability in connection with this settlement shall be limited to the Gross
28 Settlement Amount less settlement payments already paid to putative Settlement Class Members.

1 17. “Individual Settlement Award” means the amount payable from the Net Settlement
2 Amount to each Class Member.

3 18. “Information Sheet” means the form that will be mailed to each Class Member, setting
4 forth his or her total number of Compensable Workdays and estimated Individual Settlement Award.
5 The Information Sheet will be prepared by the Settlement Administrator, in substantially in the form
6 attached hereto as **Exhibit B**.

7 19. “LWDA” means the California Labor and Workforce Development Agency.

8 20. “Net Settlement Amount” means the Gross Settlement Amount less the following
9 amounts, subject to approval by the Court: the Class Counsel Award, Settlement Administration
10 Costs, the Class Representative Service Awards, the PAGA payment to the LWDA, and the amount
11 of settlement payments already paid to putative Settlement Class Members.

12 21. “Notice of Objection” means a Class Member’s written objection to the Settlement.

13 22. “Notice Packet” means the packet of documents which shall be mailed to all Settlement
14 Class Members by the Settlement Administrator, which shall include the Class Notice (**Exhibit A**),
15 Information Sheet (**Exhibit B**), and Exclusion Form (**Exhibit C**).

16 23. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
17 Labor Code §§ 2698, et seq.

18 24. “Parties” means Plaintiffs and Defendants.

19 25. “Participating Class Member” means a Class Member who does not opt out of the
20 Settlement by submitting a timely and valid Exclusion Form in accordance with this Stipulation.

21 26. “Plaintiffs” means Plaintiffs David Martinez Oliva, Anton Peterson, and Andrew
22 Grezlik.

23 27. “Preliminary Approval Order” means the order to be issued by the Court approving
24 and authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of
25 the Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
26 Stipulation, among other things.

27 28. “Released Claims” with respect to the Settlement Class Members other than Plaintiffs
28 means all claims alleged in or arising out of the facts alleged in the Third Amended Complaint,

1 including penalties under the PAGA which occurred during the Class Period, and expressly excluding
2 claims for wrongful termination, unemployment insurance, disability, and workers' compensation, as
3 well as claims outside of the Class Period. With regard to Settlement Class Members who accept any
4 payment under this agreement, the released claims expressly include all claims under the Fair Labor
5 Standards Act ("FLSA") for the Class Period. The released claims are limited to claims arising from
6 work performed by employees at one or both of the restaurants located at 120 Manhattan Beach Blvd.
7 and Manhattan Beach, California 90266 and/or 800 W Olympic Blvd A-160, Los Angeles, California
8 90015.

9 29. "Released Claims" with respect to Plaintiffs only means any and all claims, demands,
10 rights, liabilities, debts, obligations, penalties, costs, expenses, attorneys' fees, damages, and/or
11 causes, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, unsuspected
12 or latent, that have been or could have been asserted by Plaintiffs, or the heirs, successors and/or
13 assigns of Plaintiffs, whether directly, indirectly, representatively, derivatively or in any other
14 capacity, against Defendants or any of the other Released Parties, arising at any time prior to entry of
15 the Final Order and Judgment.

16 In addition to the Released Claims, Plaintiffs also expressly waive all rights and benefits under
17 the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

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

22 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
23 full and complete release and discharge of all of their Released Claims, Plaintiffs expressly
24 acknowledge that this Settlement is intended to include in its effect, without limitation, all Released
25 Claims which Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof,
26 and that the Settlement contemplates the extinguishment of all such Released Claims.

27 30. "Released Parties" means Defendants and their present or former parents, subsidiaries,
28 officers, directors, managers, members, principals, employees, partners, shareholders, owners,
managing agents, and attorneys, and any other successors, assigns, heirs, or legal representatives.

1 31. "Response Deadline" means the date that is forty-five (45) days after the Settlement
2 Administrator mails the Notice Packets to Settlement Class Members, and the last date on which
3 Settlement Class Members may submit a Notice of Objection, Exclusion Form (**Exhibit C**), or dispute
4 regarding their Compensable Workdays/Individual Settlement Award to the Settlement
5 Administrator.

6 32. "Settlement" means the final and complete disposition of the Action pursuant to this
7 Stipulation.

8 33. "Settlement Administration Costs" means the reasonable costs and fees of
9 administration of the Settlement to be paid from the Gross Settlement Amount, including but not
10 limited to: (i) printing, mailing, and re-mailing (if necessary) of Notice Packets to Settlement Class
11 Members; (ii) preparing and submitting to Settlement Class Members, the Parties, and government
12 entities all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual
13 Settlement Awards, the Class Representative Service Award, the Class Counsel Award, and the
14 PAGA payment to the LWDA; (iv) receiving and processing Notices of Objection, Exclusion Forms,
15 and disputes from Settlement Class Members regarding Compensable Workdays; (v) establishing a
16 Qualified Settlement Fund, as defined by the Internal Revenue Code; (vi) calculating and remitting to
17 the appropriate government agencies all employer and employee payroll tax obligations arising from
18 the Settlement; and (vii) and preparing and submitting filings required by law in connection with the
19 payments required by the Settlement.

20 34. "Settlement Administrator" means JND Legal Administration.

21 **RECITALS**

22 35. Procedural History. This Action was commenced on April 18, 2017 in the Superior
23 Court of the State of California, County of Los Angeles. In the initial complaint, Plaintiff David
24 Martinez Oliva asserted class claims based on Defendants' alleged (1) failure to provide required meal
25 periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to
26 pay minimum wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure
27 to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to
28 indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and

1 unlawful business practices. On August 7, 2017, Plaintiff David Martinez Oliva filed a First
2 Amended Complaint, which added an additional representative cause of action for civil penalties
3 under the Labor Code Private Attorneys General Act of 2004. On November 30, 2017, Plaintiff David
4 Martinez Oliva filed a Second Amended Complaint, which added additional details regarding
5 Defendants' alleged status as joint employers/alter egos/integrated enterprises. On May 3, 2019,
6 Plaintiff David Martinez Oliva filed the operative Third Amended Complaint which, *inter alia*, added
7 Plaintiffs Anton Peterson and Andrew Grezlik as additional named plaintiffs and class representatives.

8 36. Settlement Negotiations. On October 23, 2019, the Parties participated in a private
9 mediation session with mediator Jeffrey Krivis. At the mediation, the Parties reached the terms of a
10 proposed settlement, subject to the Parties entering into a more comprehensive written settlement
11 agreement. Rock Fish MB and Rock Fish LA Live (both of which are restaurants) subsequently were
12 forced to close for an indefinite period of time due to the COVID-19 pandemic. The Parties then
13 renegotiated the settlement to account for these new circumstances. The proposed settlement, if
14 approved by the Court, would resolve this Action in its entirety.

15 37. Benefits of Settlement to Plaintiffs and the Settlement Class Members. Plaintiffs and
16 Class Counsel recognize the expense and length of continued proceedings necessary to litigate the
17 Action through trial and through any possible appeals. Plaintiffs have also taken into account the
18 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in
19 such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
20 establish liability for the claims asserted in the Action, both generally and in response to Defendants'
21 defenses, and the difficulties in establishing damages, penalties, restitution and other relief sought in
22 the Action. Plaintiffs and Class Counsel also have taken into account Defendants' agreement to enter
23 into a settlement that confers substantial benefits upon the Settlement Class Members. Based on the
24 foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this
25 Stipulation is fair, adequate, and reasonable and is in the best interests of all Settlement Class
26 Members.

27 38. Defendants' Reasons for Settlement. Even though Defendants contend that they are
28 not liable for any of the claims alleged by Plaintiffs in the Action, Defendants have agreed to settle

1 the Action upon the terms set forth in this Stipulation in order to put to rest the claims alleged in this
2 Action. Defendants have asserted, and continue to assert, that the claims asserted by Plaintiffs in the
3 Action have no merit and do not give rise to any liability, damages, restitution, penalties or other
4 payments. However, Defendants have concluded that further defense of the Action would be
5 protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and
6 resources have been - and unless this Settlement is completed, shall continue to be - devoted to the
7 defense of the claims asserted in this Action. Defendants have also taken into account the risks of
8 further litigation in reaching its decision to enter into this Stipulation. This Stipulation is a compromise
9 of disputed claims. Nothing contained in this Stipulation, no documents referred to herein, and no
10 action taken to carry out this Stipulation, shall be construed or used as an admission by or against
11 Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend
12 that they have at all times complied with all applicable state, federal and local law.

13 **TERMS OF SETTLEMENT**

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

16 39. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
17 Members, subject to the terms and conditions hereof and the Court's approval.

18 40. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments specified herein, and Settlement Class Members are not relying on any
20 statement or representation by the Parties, Class Counsel or Defense Counsel in this regard.
21 Participating Settlement Class Members will be responsible for the payment of all taxes and penalties
22 assessed on the payments specified herein, and shall hold the Parties, Class Counsel and Defense
23 Counsel free and harmless from and against any claims resulting from treatment of such payments as
24 non-taxable, including the treatment of such payments as not subject to withholding or deduction for
25 payroll and employment taxes.

26 41. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
27 this Stipulation, and no written communication or disclosure between or among the Parties, Class
28 Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such

1 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
2 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
3 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
4 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into
5 this Stipulation based upon the recommendation of any other party or any attorney or advisor to any
6 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
7 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
8 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
9 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
10 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
11 any transaction, including any transaction contemplated by this Stipulation.

12 42. Preliminary Approval of Settlement. The Parties agree to work diligently and
13 cooperatively to have this Settlement presented to the Court for preliminary approval. The
14 Preliminary Approval Order shall provide for, among other things, conditional approval of a
15 settlement class and the Notice Packet to be sent to Settlement Class Members, as specified herein. In
16 order to effectuate the Settlement, the parties stipulate to class certification for settlement purposes,
17 subject to the provisions of paragraph 45(e), below.

18 43. Release by Plaintiffs and Other Participating Settlement Class Members: Upon the
19 Funding Date (as defined in paragraph 46(b), below) Plaintiffs and other Participating Settlement
20 Class Members shall be deemed to have released their respective Released Claims against the
21 Released Parties, subject to the provisions of paragraph 45, below.

22 44. It is acknowledged that this Settlement is made with respect to disputed claims and that
23 Plaintiffs, and each Class Member who has not opted out, will be deemed to have acknowledged and
24 agreed that California Labor Code § 206.5 is not applicable. That section provides:

25 “No employer shall require the execution of any release of any claim or right on account of
26 wages due, or to become due, or made as an advance on wages to be earned, unless payment
27 of such wages has been made. Any release required or executed in violation of this provision
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1 of this section shall be null and void as between the employer and the employee and the
2 violation of the provisions of this section shall be a misdemeanor.”

3 Thus, subject to and in accordance with this Agreement, even if facts are hereafter discovered in
4 addition to or different from those which are not known or believed to be true with respect to the
5 subject matter of their respective Released Claims, Plaintiffs and each Class Member who has not
6 validly opted out shall be deemed to have fully, finally, and forever settled and released any and all
7 Released Claims alleged in or arising out of the facts alleged in the Third Amended Complaint,
8 without regard to the subsequent discovery or existence of such different or additional facts. Upon
9 the occurrence of the Funding Date, each and every Plaintiff and Class Member who has not validly
10 opted out shall release any and all Released Claims alleged in or arising out of the facts alleged in the
11 Third Amended Complaint against the Defendants and the Released Parties.

12 45. Settlement Administration.

13 a. Within ten (10) calendar days of entry of the Preliminary Approval Order,
14 Defendants shall provide the Settlement Administrator with the Settlement Class Information for
15 purposes of mailing the Notice Packets to Settlement Class Members.

16 i. Notice by First Class U.S. Mail. Within seven (7) calendar days after
17 receiving the Settlement Class Information from Defendants, the Settlement Administrator shall mail
18 copies of the Notice Packet (in both English and Spanish) to all Settlement Class Members via regular
19 First Class U.S. Mail. Before mailing the Notice Packets to Settlement Class Members, the Settlement
20 Administrator shall perform a search based on the National Change of Address Database maintained
21 by the United States Postal Service to update and correct any known or identifiable address changes.
22 The Settlement Administrator shall exercise its best judgment to determine the current mailing address
23 for each Class Member. The address identified by the Settlement Administrator as the current mailing
24 address shall be presumed to be the most current mailing address for each Class Member. The Parties
25 agree that this proposed notice procedure constitutes the best notice practicable to Settlement Class
26 Members and fully complies with due process.

27 ii. Undeliverable Notice Packets. If any Notice Packet is returned to the
28 Settlement Administrator as non-delivered on or before the Response Deadline, the Notice Packet

1 shall be re-mailed to the forwarding address affixed thereto within three (3) business days after it is
2 received by the Settlement Administrator. If no forwarding address is provided, the Settlement
3 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing or
4 another type of automated search, using the name, address and/or Social Security number of the Class
5 Member involved. If an updated address is found, the Notice Packet shall be re-mailed to the updated
6 address within three (3) business days after the returned Notice Packet is received by the Settlement
7 Administrator. Settlement Class Members who are sent a re-mailed Notice Packet shall have their
8 Response Deadline extended by ten (10) calendar days from the date the Settlement Administrator re-
9 mails the Notice Packet. If these procedures are followed, notice to Settlement Class Members shall
10 be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not
11 receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and, if he
12 or she fails to timely submit an Exclusion Form, shall be bound by all terms of the Settlement and the
13 Final Order and Judgment, subject to Court approval.

14 iii. Determination of Individual Settlement Awards. Defendants shall
15 make the Net Settlement Amount available to the Settlement Administrator for payment to
16 Participating Settlement Class Members. The Net Settlement Amount shall be divided among
17 Settlement Class Members on a *pro rata* basis, based on each Participating Class Member's respective
18 number of Compensable Workdays. The Individual Settlement Awards will be determined by
19 dividing the Net Settlement Amount by the total number of Compensable Workdays for all
20 Participating Settlement Class Members, resulting in the Workday Value (i.e., Net Settlement Amount
21 \div Total Compensable Workdays = Workday Value). The Workday Value will then be multiplied by
22 each Participating Class Member's respective number of Compensable Workdays; thereafter, the
23 resulting product will then be reduced by (if applicable) the amount of any funds received by the
24 Participating Class Member as part of a prior settlement, in order to yield the Participating Class
25 Member's Individual Settlement Award. In determining each Class Member's Compensable
26 Workdays, Defendants' workday data will be presumed to be correct, unless a Class Member proves
27 otherwise by providing credible documentary evidence. Class Members who wish to submit a dispute
28 regarding their Individual Settlement Award/Compensable Workdays may do so by submitting a

1 written dispute to the Settlement Administrator, postmarked no later than the Response Deadline,
2 which must: (1) contain the Class Member’s full name, address, dates of employment, and the last
3 four digits of his or her Social Security number; (2) contain the case name and number; (3) be signed
4 by the Class Member or his or her legal representative; (4) clearly and concisely state the reasons for
5 the dispute, including by stating the Compensable Workdays that the Class Member contends to have
6 worked, and providing any documents which support the Class Member’s position; and (5) be mailed
7 to the Settlement Administrator at the address set forth in the Notice Packet, postmarked no later than
8 the Response Deadline. All disputes concerning Compensable Workdays will be resolved and decided
9 by the Settlement Administrator. The Settlement Administrator shall determine the eligibility for, and
10 the amounts of, each Individual Settlement Award under the terms of this Stipulation. The Settlement
11 Administrator’s determination of the eligibility for and amount of each Individual Settlement Award
12 shall be binding upon the Class Member and the Parties, yet subject to review by Class Counsel,
13 Defense Counsel and the Court.

14 iv. Disputes Regarding Administration of Settlement. Any dispute not
15 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
16 resolved by the Court.

17 b. Objections and Exclusions. The Class Notice shall state that Participating
18 Settlement Class Members may object to the Settlement by submitting a written objection (“Notice of
19 Objection”) to the Settlement Administrator, or by appearing at the Final Approval Hearing and
20 requesting to be heard regarding his or her objection. The Notice of Objection must: (1) contain the
21 Class Member’s full name, address, dates of employment, and the last four digits of his or her Social
22 Security number; (2) contain the case name and number; (3) be signed by the Class Member or his or
23 her legal representative; (4) clearly and concisely state each specific objection and any legal and
24 factual support for the objection; (5) indicate whether the Class Member intends to appear at the Final
25 Approval Hearing; (6) be mailed to the Settlement Administrator at the address set forth in the Notice
26 Packet, postmarked no later than the Response Deadline; and (6) if the Class Member is represented
27 by Counsel, contain the name and contact information of his or her counsel. The Class Notice shall
28 also state that Settlement Class Members who wish to exclude themselves from the settlement shall

1 submit an Exclusion Form by the Response Deadline. Subject to review by Class Counsel, Defense
2 Counsel and the Court, the date of the postmark on the return mailing envelope on the Notice of
3 Objection/Exclusion Form shall be the exclusive means used to determine whether a Class Member
4 has timely submitted a Notice of Objection/Exclusion Form. Settlement Class Members who fail to
5 timely object to the Settlement in the manner specified herein, or to raise such objections at the Final
6 Approval Hearing, shall be deemed to have waived any objections and shall be foreclosed from
7 making any objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members
8 who fail to timely submit an Exclusion Form to the Settlement Administrator will be deemed
9 Participating Settlement Class Members and will be bound by the Settlement, if approved by the
10 Court. At no time shall the Parties or their counsel seek to solicit or otherwise encourage Settlement
11 Class Members to submit a Notice of Objection or an Exclusion Form, or from filing an appeal from
12 the Final Order and Judgment.

13 c. Monitoring and Reviewing Settlement Administration. The Parties have the
14 right to monitor and review the administration of the Settlement to verify that the monies allocated
15 under the Settlement are distributed in the correct amounts, as provided for in this Stipulation.

16 d. Best Efforts. The Parties agree to use their best efforts to carry out the terms
17 of this Settlement.

18 e. Excessive Exclusions. If more than ten percent (10%) of the potential
19 Settlement Class Members timely file written requests for exclusion from the Settlement Class, then
20 either Party may terminate this Class Settlement Agreement by providing notice of termination to
21 counsel and the Court in writing within seven (7) days after service of the Settlement Administrator's
22 written report described in paragraph 47 below. In the event of any such termination, the Settlement
23 Class shall be decertified and this proceeding shall return to its status as it was immediately before
24 this Class Settlement Agreement was executed as if this Class Settlement Agreement never existed,
25 *nunc pro tunc.*

26 46. Funding and Allocation of Gross Settlement Amount. Settlement Class Members shall
27 not be required to submit a claim in order to receive a share of the Net Settlement Amount, and no
28 portion of the Gross Settlement Amount shall revert to Defendants or result in an unpaid residue. The

1 Gross Settlement Amount shall be funded by Rock Fish MB and Rock Fish LA Live as set forth in
2 paragraph 46, but no other party shall have any obligation whatsoever to fund any part of the Gross
3 Settlement Amount.

4 a. Initial Escrow. Within fourteen (14) calendar days after the full execution of
5 this Agreement, defendants Rock Fish MB and Rock Fish LA Live shall, collectively, deposit the sum
6 of One Hundred Seventy-Five Thousand Dollars (\$175,000) into an escrow account jointly
7 established by class and defense counsel. The escrow instructions shall require the escrow officer,
8 among other things, to release the escrow funds only upon order of the court or joint written agreement
9 of both defense and class counsel. The escrow instructions also shall require the escrow officer to pay
10 the entire escrow amount to the Settlement Administrator within fourteen (14) calendar days after the
11 entry of the Final Order and Judgment. If the Settlement is not finally approved by the Court in full,
12 or is terminated, rescinded, canceled or fails to become effective for any reason, or if the Effective
13 Date does not occur, then the entire escrow amount shall be returned to Rock Fish MB and Rock Fish
14 LA Live.

15 b. Joint and Several Funding. Within fourteen (14) calendar days after the entry
16 of the Final Order and Judgment (i.e., the “Funding Date”), Rock Fish MB and Rock Fish LA Live
17 shall, collectively, deposit the sum of Seventy-Five Thousand Dollars (\$75,000), (inclusive of
18 settlement payments already paid to putative Settlement Class Members) with the Settlement
19 Administrator. This shall be a joint and several obligation of Rock Fish MB and Rock Fish LA Live.
20 In the event Rock Fish MB and Rock Fish LA Live are unable to complete this funding, the releases
21 contained herein shall become ineffective as to Rock Fish MB and Rock Fish LA Live, but shall
22 remain effective as to all other Released Parties. If the Settlement is not finally approved by the Court
23 in full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the
24 Effective Date does not occur, then this deposit will not be required.

25 c. Several Funding of Rock Fish MB. Within fourteen (14) calendar days after
26 the entry of the Final Order and Judgment (i.e., the Funding Date), Rock Fish MB shall deposit the
27 additional sum of Seventy-Five Thousand Dollars (\$75,000) with the Settlement Administrator. This
28 shall be a several obligation of Rock Fish MB. Neither Rock Fish LA Live nor any other party shall

1 have any obligation whatsoever for this funding. In the event Rock Fish MB is unable to complete
2 this funding, the releases contained herein shall become ineffective as to Rock Fish MB, but shall
3 remain effective as to all other Released Parties. If the Settlement is not finally approved by the Court
4 in full, or is terminated, rescinded, canceled or fails to become effective for any reason, or if the
5 Effective Date does not occur, then this deposit will not be required

6 d. Several Funding of Rock Fish LA Live. Within fourteen (14) calendar days
7 after the entry of the Final Order and Judgment (i.e., the Funding Date), Rock Fish LA Live shall
8 deposit the additional sum of Seventy-Five Thousand Dollars (\$75,000) with the Settlement
9 Administrator. This shall be a several obligation of Rock Fish LA Live. Neither Rock Fish MB nor
10 any other party shall have any obligation whatsoever for this funding. In the event Rock Fish LA Live
11 is unable to complete this funding, the releases contained herein shall become ineffective as to Rock
12 Fish LA Live, but shall remain effective as to all other Released Parties. If the Settlement is not finally
13 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for
14 any reason, or if the Effective Date does not occur, then this deposit will not be required

15 e. Individual Settlement Awards. Individual Settlement Awards shall be paid
16 from the Net Settlement Amount pursuant to the formula set forth herein. The Individual Settlement
17 Awards shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each
18 Participating Class Member's last known mailing address within ten (10) calendar days after the later
19 of the Effective Date or the date on which Defendants have completed payment of the entire Gross
20 Settlement Amount. Prior to mailing the Individual Settlement Awards, the Settlement Administrator
21 shall perform a search based on the National Change of Address Database maintained by the United
22 States Postal Service to update and correct any known or identifiable address changes.

23 i. Individual Settlement Award payments shall be made by check and
24 shall be made payable to each Participating Class Member as set forth in this Stipulation. Checks for
25 Individual Settlement Awards shall include a notation indicating that the cashing of the check
26 constitutes an affirmative opt-in to the release of FLSA claims.

27 ii. For tax purposes, each Individual Settlement Award shall be allocated
28 as follows: 1/3 wages, subject to all applicable tax withholdings (the "wage portion"); 1/3 as non-

1 wage penalties, not subject to payroll tax withholdings; and 1/3 as non-wage interest, not subject to
2 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each
3 Participating Class Member for the wage portion of his or her Individual Settlement Award. The
4 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for the
5 portion of his or her Individual Settlement Award that is allocated as non-wage penalties and interest.

6 iii. The Employers' Share of Payroll Taxes shall be paid to the Settlement
7 Administrator by Rock Fish MB and/or Rock Fish LA Live in addition to the Gross Settlement
8 Amount. The payment of such Payroll Taxes shall be the several liability of the entity which is listed
9 as the employer of record for the applicable Class Member for whom such Payroll Taxes relate. The
10 Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and
11 shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing
12 authorities in a timely manner.

13 iv. If any Individual Settlement Award check remains uncashed after one
14 hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be voided
15 by the Settlement Administrator. Thereafter, the funds represented by any uncashed or undeliverable
16 checks shall be distributed in accordance with California Code of Civil Procedure section 384, subject
17 to approval by the Court, to Children's Hospital Los Angeles, a Los Angeles non-profit organization
18 with a mission to create hope and build healthier futures for children. The Parties agree that this
19 disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire
20 Net Settlement Amount will be paid out by Defendants, whether or not all Participating Class
21 Members cash their Individual Settlement Award checks. Therefore, Defendants will not be required
22 to pay any interest on said amount.

23 v. All monies received by Participating Settlement Class Members under
24 the Settlement which are attributable to wages shall constitute income to such Participating Settlement
25 Class Members solely in the year in which such monies actually are received by the Participating
26 Settlement Class Members. It is expressly understood and agreed that the receipt of Individual
27 Settlement Awards shall not entitle any Participating Class Member to additional compensation or
28 benefits under any collective bargaining agreement or under any bonus, contest or other compensation

1 or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle
2 any Participating Class Member to any increased pension and/or retirement, or other deferred
3 compensation benefits. It is the intent of the Parties that Individual Settlement Awards provided for
4 in this Stipulation are the sole payments to be made by Defendants to Participating Settlement Class
5 Members in connection with this Settlement, with the exception of Plaintiff, and that Participating
6 Settlement Class Members are not entitled to any new or additional compensation or benefits as a
7 result of having received the Individual Settlement Awards. Furthermore, the receipt of Individual
8 Settlement Awards by Participating Settlement Class Members shall not, and does not, by itself
9 establish any general, special, or joint employment relationship between and among the Participating
10 Class Member(s) and/or the Defendants.

11 f. Class Representative Service Awards. Subject to Court approval, Plaintiffs
12 David Martinez Oliva, Anton Peterson, and Andrew Grezlik shall each be paid a Class Representative
13 Service Award not to exceed Ten Thousand Dollars (\$10,000.00), subject to approval by the Court,
14 for their time and effort in bringing and presenting the Action and for releasing their Released Claims,
15 which Defendants shall not oppose. The Class Representative Service Awards shall be paid to
16 Plaintiffs from the Gross Settlement Amount within ten (10) calendar days after the later of the
17 Effective Date or the date on which Defendants have completed payment of the entire Gross
18 Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to each Plaintiff for
19 his Class Representative Service Award. Each Plaintiff will be solely and legally responsible to pay
20 any and all applicable taxes on his respective Class Representative Service Award and will hold
21 harmless Defendants, Class Counsel and Defense Counsel from any claim or liability for taxes,
22 penalties, or interest arising as a result of payment of the Class Representative Service Award. The
23 Class Representative Service Award will be paid to Plaintiffs in addition to any Individual Settlement
24 Award to which Plaintiffs are otherwise entitled under this Stipulation. Any amount requested by
25 Plaintiffs for the Class Representative Service Award and not awarded by the Court shall become part
26 of the Net Settlement Amount and will be distributed to Participating Settlement Class Members as
27 part of their Individual Settlement Awards.

28

1 g. Class Counsel Award. Subject to Court approval, Class Counsel will seek an
2 award of reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross Settlement
3 Amount, or One Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars (\$133,333)
4 and to be paid solely from the Gross Settlement Amount. In addition, Class Counsel will also seek
5 an award of litigation costs and expenses associated with Class Counsel's prosecution of the Action
6 in an amount not to exceed Sixty Thousand Dollars (\$60,000), and to be paid solely from the Gross
7 Settlement Amount. In the event the Court awards Class Counsel less than \$133,333 in attorneys'
8 fees and/or less than \$60,000 in costs, any amounts for which no approval is granted will become part
9 of the Net Settlement Amount to be distributed to Settlement Class Members as part of their Individual
10 Settlement Awards. Class Counsel shall be paid any Court-awarded attorneys' fees and costs within
11 ten (10) calendar days after the later of the Effective Date or the date on which Defendants have
12 completed payment of the entire Gross Settlement Amount. Class Counsel will be solely and legally
13 responsible to pay all applicable taxes on the Class Counsel Award. The Settlement Administrator
14 will issue an IRS Form 1099 to Class Counsel for the Class Counsel Award. Class Counsel will
15 provide the Settlement Administrator with a completed IRS Form W-9 in order for the Settlement
16 Administrator to process the Class Counsel Award. This Settlement is not conditioned upon the Court
17 awarding Class Counsel any particular amount of attorneys' fees or costs. This Settlement is not
18 conditioned upon the Court awarding Class Counsel any particular amount of attorneys' fees or costs,
19 however, Plaintiff does not waive any appellate rights, including but not limited to with respect to the
20 Court's determination as to the Class Representative Service Award and/or the Class Counsel Award.

21 h. Settlement Administration Costs. The settlement administration fees and
22 expenses, which are estimated not to exceed Ten Thousand Dollars (\$10,000), shall be paid from the
23 Gross Settlement Amount. Prior to Plaintiffs' filing of a motion for final approval, the Settlement
24 Administrator will provide the Parties with a statement detailing the Settlement Administration Costs
25 to date. The Parties agree to cooperate in the Settlement Administration process and to make all
26 reasonable efforts to control and minimize Settlement Administration Costs. One-half (1/2) of the
27 Settlement Administration Costs shall be paid to the Settlement Administrator within ten (10) calendar
28 days after the later of the Effective Date or the date on which Defendants have completed payment of

1 the entire Gross Settlement Amount. The remaining one-half (1/2) of the Settlement Administration
2 Costs shall be paid to the Settlement Administrator no later than seven (7) calendar days after the
3 Settlement Administrator transmits the funds represented by any uncashed or undeliverable Individual
4 Settlement Award checks to the appropriate entities, in accordance with Paragraph 45.a.iv of this
5 Stipulation.

6 i. The Parties each represent they do not have any financial interest in the
7 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
8 could create a conflict of interest.

9 ii. The Settlement Administrator shall keep the Parties timely apprised of
10 the performance of all settlement administrator responsibilities required by the Settlement. The
11 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund (“QSF”)
12 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and from
13 which payments required by the Settlement shall be made.

14 i. Payment to the LWDA. Ten Thousand Dollars (\$10,000.00) from the Gross
15 Settlement Amount shall be allocated to penalties under PAGA, of which Seven Thousand and Five
16 Hundred Thousand Dollars (\$7,500.00), representing seventy-five percent (75%) of the PAGA
17 penalties, shall be paid by the Settlement Administrator directly to the LWDA. The remaining Two
18 Thousand and Five Hundred Dollars (\$2,500.00), representing twenty-five percent (25%) of the
19 PAGA penalties, will be part of the Net Settlement Amount and will be distributed to Settlement Class
20 Members as part of their Individual Settlement Awards. The payment to the LWDA shall be made
21 within ten (10) calendar days after the later of the Effective Date or the date on which Defendants
22 have completed payment of the entire Gross Settlement Amount.

23 47. Total Workdays. In the event that the total Compensable Workdays exceeds 250,000,
24 Plaintiffs shall have, in their sole discretion, the option to terminate the Settlement. If Plaintiffs choose
25 to exercise their option to terminate the Settlement, Plaintiffs will provide written notice to Defendants
26 no more than seven (7) calendar days after the Response Deadline and the Parties shall proceed in all
27 respects as if this Agreement had not been executed.

28

1 48. Final Settlement Approval Hearing and Entry of Final Order and Judgment. Upon
2 expiration of the Response Deadline, a Final Approval Hearing will be conducted to determine
3 whether to grant final approval of the Settlement, including determining the amounts properly payable
4 for: (i) the Class Counsel Award; (ii) the Class Representative Service Awards; (iii) Settlement
5 Administration Costs; and (iv) the PAGA payment to the LWDA. Within five (5) business days of
6 the Response Deadline, the Settlement Administrator shall provide a written report or declaration to
7 the Parties describing the process and results of the administration of the Settlement to date, which
8 report or declaration shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. If
9 the Court grants final approval of the Settlement, the Settlement Administrator shall post notice of
10 final judgment on its website within seven (7) calendar days of entry of the Final Order and Judgment.

11 49. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
12 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
13 enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason,
14 this Stipulation shall be rendered null and void, any order or judgment entered by the Court in
15 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and any
16 documents related to it shall not be used by any Class Member or Class Counsel to support any claim
17 or request for class certification in the Action, and shall not be used in any other civil, criminal or
18 administrative action against Defendants or any of the other Released Parties. In the event an appeal
19 is filed from the Court's Final Order and Judgment, or any other appellate review is sought,
20 administration of the Settlement shall be stayed pending final resolution of the appeal or other
21 appellate review.

22 50. No Admission by Defendants. Defendants deny all claims alleged in this Action and
23 deny all wrongdoing whatsoever by Defendants. Neither this Stipulation, nor any of its terms and
24 conditions, nor any of the negotiations connected with it, is a concession or admission, and none shall
25 be used against Defendants as an admission or indication with respect to any claim of any fault,
26 concession, or omission by Defendants. The Parties further agree that this Stipulation will not be
27 admissible in this or any other proceeding as evidence that Defendants are liable to Plaintiffs or any
28 Class Member, other than according to the terms of this Stipulation.

1 51. No Publicity. No Party, nor Class Counsel, nor Defense Counsel, shall issue any press
2 release or otherwise publicize this settlement (including, but not limited to, web pages, social media
3 and other electronic means), or purposely cause another to do so.

4 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
5 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
6 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
7 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

8 53. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
9 subject to necessary compliance with the Court's orders, except such proceedings necessary to
10 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
11 conducted by the Court. The Parties further agree that, pursuant to Code of Civil Procedure §
12 583.330(a), the five-year period specified in Code of Civil Procedure § 583.310 shall be tolled for the
13 time period beginning on October 23, 2019 (i.e., the mediation date) and ending on the Effective Date
14 of this Stipulation or the date of a final order denying approval of this Stipulation.

15 54. Amendment or Modification. This Stipulation may be amended or modified by a
16 written instrument signed by counsel for all Parties or their successors-in-interest.

17 55. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
18 agreement between the Parties, and no oral or written representations, warranties, or inducements have
19 been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits other than the
20 representations, warranties, and covenants contained and memorialized in this Stipulation and its
21 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
22 the Parties.

23 56. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
24 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
25 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such
26 Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required
27 to effectuate the terms of this Stipulation. The Parties and their counsel shall cooperate with each
28 other and use their best efforts to effect the implementation of the Settlement. In the event that the

1 Parties are unable to reach agreement on the form or content of any document needed to implement
2 the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
3 of this Settlement, the Parties may seek the assistance of the Court and/or mediator Jeffrey Krivis to
4 resolve such disagreement. The person signing this Stipulation on behalf of Defendants represents
5 and warrants that he/she is authorized to sign this Stipulation on behalf of Defendants. Plaintiffs
6 represent and warrant that they are authorized to sign this Stipulation and that they have not assigned
7 any claim, or part of a claim, covered by this Settlement to a third-party. The Parties have cooperated
8 in the drafting and preparation of this Stipulation. Hence, in any construction made of this Stipulation,
9 the same shall not be construed against any of the Parties.

10 57. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure
11 to the benefit of, the successors and assigns of the Parties.

12 58. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
13 governed by and interpreted according to the laws of the State of California, without giving effect to
14 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

15 59. Counterparts. This Stipulation may be executed in one or more counterparts. All
16 executed counterparts and each of them shall be deemed to be one and the same instrument.

17 60. This Settlement is Fair, Adequate and Reasonable. Class Counsel submits that this
18 Settlement is a fair, adequate, and reasonable settlement of the Action, and that the Parties have arrived
19 at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors,
20 present and potential.


21 61. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court
22 shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the
23 terms of this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
24 Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
25 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments
26 entered in connection therewith.

27 62. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
28 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the

1 fullest extent possible consistent with applicable precedents so as to define all provisions of this
2 Stipulation as valid and enforceable.

3 63. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
4 Settlement Class Members are so numerous, it is impossible or impractical to have each Class Member
5 execute the Stipulation. The Class Notice shall advise all Settlement Class Members of the binding
6 nature of the Settlement, and the release of Released Claims and shall have the same force and effect
7 as if this Stipulation were executed by each Class Member.

8
9 Dated: 01 28, 2021

DocuSigned by:

By: PLAINTIFF DAVID MARTINEZ OLIVA,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

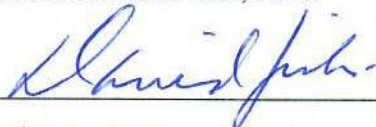
13 Dated: _____, 2021

By: _____
PLAINTIFF ANTON PETERSON,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

17 Dated: _____, 2021

By: _____
PLAINTIFF ANDREW GREZLIK,
individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

22 Dated: January 26, 2021

Defendant Rock Fish, LLC
By: 
Its: MANAGER

1 fullest extent possible consistent with applicable precedents so as to define all provisions of this
2 Stipulation as valid and enforceable.

3 63. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
4 Settlement Class Members are so numerous, it is impossible or impractical to have each Class Member
5 execute the Stipulation. The Class Notice shall advise all Settlement Class Members of the binding
6 nature of the Settlement, and the release of Released Claims and shall have the same force and effect
7 as if this Stipulation were executed by each Class Member.

8
9 Dated: _____, 2021

10 By: _____
11 PLAINTIFF DAVID MARTINEZ OLIVA,
12 individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

13 Dated: 01/27 _____, 2021

14
15 DocuSigned by:
16 Anton Peterson
17 By: _____
18 PLAINTIFF ANTON PETERSON,
19 individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

20 Dated: _____, 2021

21 By: _____
22 PLAINTIFF ANDREW GREZLIK,
23 individually, and on behalf of other aggrieved
employees, and on behalf of others similarly
situated

24 Dated: January 26, 2021

25 Defendant Rock Fish, LLC
26 By: David Fish
27 Its: MANAGER

1 fullest extent possible consistent with applicable precedents so as to define all provisions of this
2 Stipulation as valid and enforceable.

3 63. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
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5 execute the Stipulation. The Class Notice shall advise all Settlement Class Members of the binding
6 nature of the Settlement, and the release of Released Claims and shall have the same force and effect
7 as if this Stipulation were executed by each Class Member.


8
9 Dated: _____, 2021

10 By: _____
11 PLAINTIFF DAVID MARTINEZ OLIVA,
12 individually, and on behalf of other aggrieved
13 employees, and on behalf of others similarly
14 situated

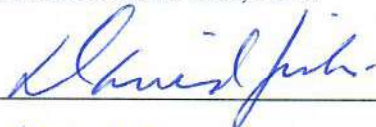
15 Dated: _____, 2021

16 By: _____
17 PLAINTIFF ANTON PETERSON,
18 individually, and on behalf of other aggrieved
19 employees, and on behalf of others similarly
20 situated

21 Dated: January 27, 2021

22 DocuSigned by:
23 
24 By: _____
25 PLAINTIFF ANDREW GREZLIK,
26 individually, and on behalf of other aggrieved
27 employees, and on behalf of others similarly
28 situated

Dated: January 26, 2021

Defendant Rock Fish, LLC
By: 
Its: MANAGER

1 Dated: 1/26/21, 2021

Defendant Rock'N Fish 2, LLC

2 By: [Signature]

3 Its: manager

4
5 Dated: 1/26/21, 2021

Defendant Zislis Group, Inc.

6 By: [Signature]

7 Its: president

8
9 Dated: 1/26/21, 2021

10 By: [Signature]

Defendant Michael Zislis

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12
13 Dated: _____, 2021

14 By: _____

Defendant David Zislis

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Dated: _____, 2021

Defendant Rock'N Fish 2, LLC

By: _____

Its: _____

Dated: _____, 2021

Defendant Zislis Group, Inc.

By: _____

Its: _____

Dated: _____, 2021

By: _____

Defendant Michael Zislis

Dated: January 26, 2021

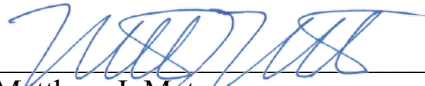
By: 

Defendant David Zislis

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DATED: January 29, 2021

MATERN LAW GROUP, PC

By 
Matthew J. Matern
Tagore O. Subramaniam
Julia Z. Wells
Attorneys for Plaintiffs

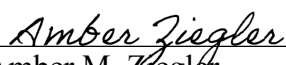
DATED: January 27, 2021

WOLF, RIFKIN, SHAPIRO, SCHULMAN & RABKIN, LLP

By 
Matthew Oster
Eric Levinrad
Attorneys for Defendant Rock Fish, LLC

DATED: January 27, 2021

LAW OFFICES OF JOHN A. STRAIN, A.P.C.

By 
Amber M. Ziegler
John A. Strain
Attorneys for Defendants Zislis Group, Inc. and Rock'N Fish 2, LLC