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

17 DAVID MARTINEZ OLIVA, ANDREW
 18 GREZLIK, and ANTON PETERSON;
 19 individually, and on behalf of others similarly-
 20 situated,

21 Plaintiffs,

22 vs.

23 ROCK FISH, LLC, a California limited
 24 liability company; ROCK ‘N FISH 2, LLC, a
 25 California limited liability company; THE
 26 ZISLIS GROUP, INC., a California
 27 corporation and DOES 1 through 50, inclusive,

28 Defendants.

Case No. BC658207

Honorable Daniel J. Buckley
 Department SS1

CLASS ACTION

**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

4075414.1

STIPULATION OF CLASS ACTION SETTLEMENT

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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 Stipulation of Class Action Settlement (“Stipulation”), and that the Court
7 shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth below,
8 and subject to the definitions, recitals, and terms set forth herein which by this reference become an
9 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,
14 Tagore O. Subramaniam, and Julia Z. Wells.

15 3. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
16 litigation and resolution of this Action (not to exceed 33 1/3% of the Gross Settlement Amount),
17 plus Class 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
21 Information shall be transmitted in electronic form and shall include, to the extent reasonably
22 available in Defendants’ records: each Class Member’s full name, last known address, Social
23 Security Number, and total number of Compensable Workdays, as well as whether the Class
24 Member previously agreed 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
4 form attached hereto as "**Exhibit A**," including English and Spanish translations, which shall be
5 subject to Court approval, and which the Settlement Administrator shall mail to each Class Member
6 explaining 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
20 Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP; John A. Strain and Amber M. Ziegler of Law
21 Offices Of John A. Strain, A.P.C.; Romy Richards of Zislis Group, Inc.; and Walter M. Crandall of
22 Robertson & Culver, LLP.

23 12. "Effective Date" refers to the date by which the last of the following has occurred:
24 (1) the Stipulation has been executed by all Parties, Class Counsel and Defense Counsel; (2) the
25 Court has given preliminary approval to the Settlement; (3) the Class Notice has been sent to the
26 Settlement Class Members, providing them with an opportunity to object to the terms of the
27 Settlement; (4) the Court has held a Final Approval Hearing, entered a Final Order and Judgment,
28 and approved the Stipulation, and no objections have been filed; or, if an objection has been filed,

1 and (5) five business days after the period for filing any appeal, writ or other appellate proceeding
2 opposing the Court’s Final Order and Judgment has elapsed without any appeal, writ or other
3 appellate proceeding having been filed. For purposes of determining the Effective Date, the Parties
4 agree that only California Courts have jurisdiction over any such appeals, except for any appellate
5 procedure over which the United States Supreme Court may exercise jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

20 24. “Parties” means Plaintiffs and Defendants.

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

23 26. “Plaintiffs” means Plaintiffs David Martinez Oliva, Anton Peterson, and Andrew
24 Grezlik.

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

1 28. “Released Claims” with respect to the Settlement Class Members other than
2 Plaintiffs means all claims alleged in or arising out of the facts alleged in the Third Amended
3 Complaint, including penalties under the PAGA which occurred during the Class Period, and
4 expressly excluding claims for wrongful termination, unemployment insurance, disability, and
5 workers’ compensation, as well as claims outside of the Class Period. With regard to Settlement
6 Class Members who accept any payment under this agreement, the released claims expressly include
7 all claims under the Fair Labor Standards Act (“FLSA”) for the Class Period. The released claims
8 are limited to claims arising from work performed by employees at one or both of the restaurants
9 located at 120 Manhattan Beach Blvd. and Manhattan Beach, California 90266 and/or 800 W
10 Olympic Blvd A-160, Los Angeles, California 90015.

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

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

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

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

1 employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage
2 statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of
3 duties; and (9) unfair and unlawful business practices. On August 7, 2017, Plaintiff David Martinez
4 Oliva filed a First Amended Complaint, which added an additional representative cause of action for
5 civil penalties under the Labor Code Private Attorneys General Act of 2004. On November 30,
6 2017, Plaintiff David Martinez Oliva filed a Second Amended Complaint, which added additional
7 details regarding Defendants' alleged status as joint employers/alter egos/integrated enterprises. On
8 May 3, 2019, Plaintiff David Martinez Oliva filed the operative Third Amended Complaint which,
9 *inter alia*, added Plaintiffs Anton Peterson and Andrew Grezlik as additional named plaintiffs and
10 class representatives.

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

18 37. Benefits of Settlement to Plaintiffs and the Settlement Class Members. Plaintiffs and
19 Class Counsel recognize the expense and length of continued proceedings necessary to litigate the
20 Action through trial and through any possible appeals. Plaintiffs have also taken into account the
21 uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in
22 such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to
23 establish liability for the claims asserted in the Action, both generally and in response to
24 Defendants' defenses, and the difficulties in establishing damages, penalties, restitution and other
25 relief sought in the Action. Plaintiffs and Class Counsel also have taken into account Defendants'
26 agreement to enter into a settlement that confers substantial benefits upon the Settlement Class
27 Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement
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1 payments as non-taxable, including the treatment of such payments as not subject to withholding or
2 deduction for payroll and employment taxes.

3 41. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
4 this Stipulation, and no written communication or disclosure between or among the Parties, Class
5 Counsel or Defense Counsel and other advisers, is or was intended to be, nor shall any such
6 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
7 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
8 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
9 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into
10 this Stipulation based upon the recommendation of any other party or any attorney or advisor to any
11 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
12 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
13 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
14 confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such
15 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax
16 structure of any transaction, including any transaction contemplated by this Stipulation.

17 42. Preliminary Approval of Settlement. The Parties agree to work diligently and
18 cooperatively to have this Settlement presented to the Court for preliminary approval. The
19 Preliminary Approval Order shall provide for, among other things, conditional approval of a
20 settlement class and the Notice Packet to be sent to Settlement Class Members, as specified herein.

21 43. Release by Plaintiffs and Other Participating Settlement Class Members: Upon the
22 Effective Date, Plaintiffs and other Participating Settlement Class Members shall be deemed to have
23 released their respective Released Claims against the Released Parties.

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

27 “No employer shall require the execution of any release of any claim or right on account of
28 wages due, or to become due, or made as an advance on wages to be earned, unless payment of such

1 wages has been made. Any release required or executed in violation of this provision of this section
2 shall be null and void as between the employer and the employee and the violation of the provisions
3 of this section shall be a misdemeanor.”

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

12 44. 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
18 mail copies of the Notice Packet (in both English and Spanish) to all Settlement Class Members via
19 regular First Class U.S. Mail. Before mailing the Notice Packets to Settlement Class Members, the
20 Settlement Administrator shall perform a search based on the National Change of Address Database
21 maintained by the United States Postal Service to update and correct any known or identifiable
22 address changes. The Settlement Administrator shall exercise its best judgment to determine the
23 current mailing address for each Class Member. The address identified by the Settlement
24 Administrator as the current mailing address shall be presumed to be the most current mailing
25 address for each Class Member. The Parties agree that this proposed notice procedure constitutes
26 the best notice practicable to Settlement Class 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
5 Class Member involved. If an updated address is found, the Notice Packet shall be re-mailed to the
6 updated address within three (3) business days after the returned Notice Packet is received by the
7 Settlement Administrator. Settlement Class Members who are sent a re-mailed Notice Packet shall
8 have their Response Deadline extended by ten (10) calendar days from the date the Settlement
9 Administrator re-mails the Notice Packet. If these procedures are followed, notice to Settlement
10 Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
11 Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a
12 Class Member and, if he or she fails to timely submit an Exclusion Form, shall be bound by all
13 terms of the Settlement and the 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
18 respective number of Compensable Workdays. The Individual Settlement Awards will be
19 determined by dividing the Net Settlement Amount by the total number of Compensable Workdays
20 for all Participating Settlement Class Members, resulting in the Workday Value (i.e., Net Settlement
21 Amount ÷ Total Compensable Workdays = Workday Value). The Workday Value will then be
22 multiplied by each Participating Class Member's respective number of Compensable Workdays;
23 thereafter, the resulting product will then be reduced by (if applicable) the amount of any funds
24 received by the Participating Class Member as part of a prior settlement, in order to yield the
25 Participating Class Member's Individual Settlement Award. In determining each Class Member's
26 Compensable Workdays, Defendants' workday data will be presumed to be correct, unless a Class
27 Member proves otherwise by providing credible documentary evidence. All disputes concerning
28 Compensable Workdays will be resolved and decided by the Settlement Administrator. The

1 Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual
2 Settlement Award under the terms of this Stipulation. The Settlement Administrator's
3 determination of the eligibility for and amount of each Individual Settlement Award shall be binding
4 upon the Class Member and the Parties, yet subject to review by Class Counsel, Defense Counsel
5 and the Court.

6 iv. Disputes Regarding Administration of Settlement. Any dispute not
7 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
8 resolved by the Court.

9 b. Objections and Exclusions. The Class Notice shall state that Participating
10 Settlement Class Members may object to the Settlement by submitting a written objection ("Notice
11 of Objection") to the Settlement Administrator. The Notice of Objection must: (1) contain the Class
12 Member's full name, address, dates of employment, and the last four digits of his or her Social
13 Security number; (2) contain the case name and number; (3) be signed by the Class Member or his
14 or her legal representative; (4) clearly and concisely state each specific objection and any legal and
15 factual support for the objection; (5) indicate whether the Class Member intends to appear at the
16 Final Approval Hearing; (6) be mailed to the Settlement Administrator at the address set forth in the
17 Notice Packet, postmarked no later than the Response Deadline; and (6) if the Class Member is
18 represented by Counsel, contain the name and contact information of his or her counsel. The Class
19 Notice shall also state that Settlement Class Members who wish to exclude themselves from the
20 settlement shall submit an Exclusion Form by the Response Deadline. Subject to review by Class
21 Counsel, Defense Counsel and the Court, the date of the postmark on the return mailing envelope on
22 the Notice of Objection/Exclusion Form shall be the exclusive means used to determine whether a
23 Class Member has timely submitted a Notice of Objection/Exclusion Form. Settlement Class
24 Members who fail to timely object in the manner specified herein shall be deemed to have waived
25 any objections and shall be foreclosed from making any objections (whether by appeal or otherwise)
26 to the Settlement. Settlement Class Members who fail to timely submit an Exclusion Form to the
27 Settlement Administrator will be deemed Participating Settlement Class Members and will be bound
28 by the Settlement, if approved by the Court. At no time shall the Parties or their counsel seek to

1 solicit or otherwise encourage Settlement Class Members to submit a Notice of Objection or an
2 Exclusion Form, or from filing an appeal from the Final Order and Judgment.

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

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

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

16 45. Funding and Allocation of Gross Settlement Amount. Settlement Class Members
17 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
18 no portion of the Gross Settlement Amount shall revert to Defendants or result in an unpaid residue.
19 The Gross Settlement Amount shall be funded by Rock Fish MB and Rock Fish LA Live as set forth
20 in paragraph 45, but no other party shall have any obligation whatsoever to fund any part of the
21 Gross Settlement Amount.

22 a. Initial Escrow. Within fourteen (14) calendar days after the full execution of
23 this Agreement, defendants Rock Fish MB and Rock Fish LA Live shall, collectively, deposit the
24 sum of One Hundred Seventy-Five Thousand Dollars (\$175,000) into an escrow account jointly
25 established by class and defense counsel. The escrow instructions shall require the escrow officer,
26 among other things, to release the escrow funds only upon order of the court or joint written
27 agreement of both defense and class counsel. The escrow instructions also shall require the escrow
28 officer to pay the entire escrow amount to the Settlement Administrator within fourteen (14)

1 calendar days after the entry of the Final Order and Judgment. If the Settlement is not finally
2 approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for
3 any reason, or if the Effective Date does not occur, then the entire escrow amount shall be returned
4 to Rock Fish MB and Rock Fish LA Live.

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

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

24 d. Several Funding of Rock Fish LA Live. Within fourteen (14) calendar days
25 after the entry of the Final Order and Judgment, Rock Fish LA Live shall deposit the additional sum
26 of Seventy-Five Thousand Dollars (\$75,000) with the Settlement Administrator. This shall be a
27 several obligation of Rock Fish LA Live. Neither Rock Fish MB nor any other party shall have any
28 obligation whatsoever for this funding. In the event Rock Fish LA Live is unable to complete this

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

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

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

17 ii. For tax purposes, each Individual Settlement Award shall be allocated
18 as follows: 1/3 wages, subject to all applicable tax withholdings (the "wage portion"); 1/3 as non-
19 wage penalties, not subject to payroll tax withholdings; and 1/3 as non-wage interest, not subject to
20 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each
21 Participating Class Member for the wage portion of his or her Individual Settlement Award. The
22 Settlement Administrator shall issue an IRS Form 1099 to each Participating Class Member for the
23 portion of his or her Individual Settlement Award that is allocated as non-wage penalties and
24 interest.

25 iii. The Employers' Share of Payroll Taxes shall be paid to the Settlement
26 Administrator by Rock Fish MB and/or Rock Fish LA Live in addition to the Gross Settlement
27 Amount. The payment of such Payroll Taxes shall be the several liability of the entity which is listed
28 as the employer of record for the applicable Class Member for whom such Payroll Taxes relate. The

1 Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and
2 shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing
3 authorities in a timely manner.

4 iv. If any Individual Settlement Award check remains uncashed after one
5 hundred and eighty (180) calendar days from the date the check is issued, such check(s) will be
6 voided by the Settlement Administrator. Thereafter, the funds represented by any uncashed or
7 undeliverable checks shall be distributed in accordance with California Code of Civil Procedure
8 section 384, subject to approval by the Court, to Children's Hospital Los Angeles, a Los Angeles
9 non-profit organization with a mission to create hope and build healthier futures for children.

10 v. All monies received by Participating Settlement Class Members under
11 the Settlement which are attributable to wages shall constitute income to such Participating
12 Settlement Class Members solely in the year in which such monies actually are received by the
13 Participating Settlement Class Members. It is expressly understood and agreed that the receipt of
14 Individual Settlement Awards shall not entitle any Participating Class Member to additional
15 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
16 other compensation or benefit plan or agreement in place during the period covered by the
17 Settlement, nor shall it entitle any Participating Class Member to any increased pension and/or
18 retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual
19 Settlement Awards provided for in this Stipulation are the sole payments to be made by Defendants
20 to Participating Settlement Class Members in connection with this Settlement, with the exception of
21 Plaintiff, and that Participating Settlement Class Members are not entitled to any new or additional
22 compensation or benefits as a result of having received the Individual Settlement Awards.
23 Furthermore, the receipt of Individual Settlement Awards by Participating Settlement Class
24 Members shall not, and does not, by itself establish any general, special, or joint employment
25 relationship between and among the Participating Class Member(s) and/or the Defendants.

26 f. Class Representative Service Awards. Subject to Court approval, Plaintiffs
27 David Martinez Oliva, Anton Peterson, and Andrew Grezlik shall each be paid a Class
28 Representative Service Award not to exceed Ten Thousand Dollars (\$10,000.00), subject to

1 approval by the Court, for their time and effort in bringing and presenting the Action and for
2 releasing their Released Claims, which Defendants shall not oppose. The Class Representative
3 Service Awards shall be paid to Plaintiffs from the Gross Settlement Amount within ten (10)
4 calendar days after the later of the Effective Date or the date on which Defendants have completed
5 payment of the entire Gross Settlement Amount. The Settlement Administrator shall issue an IRS
6 Form 1099 to each Plaintiff for his Class Representative Service Award. Each Plaintiff will be
7 solely and legally responsible to pay any and all applicable taxes on his respective Class
8 Representative Service Award and will hold harmless Defendants, Class Counsel and Defense
9 Counsel from any claim or liability for taxes, penalties, or interest arising as a result of payment of
10 the Class Representative Service Award. The Class Representative Service Award will be paid to
11 Plaintiffs in addition to any Individual Settlement Award to which Plaintiffs are otherwise entitled
12 under this Stipulation. Any amount requested by Plaintiffs for the Class Representative Service
13 Award and not awarded by the Court shall become part of the Net Settlement Amount and will be
14 distributed to Participating Settlement Class Members as part of their Individual Settlement Awards.

15 g. Class Counsel Award. Subject to Court approval, Class Counsel will seek an
16 award of reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the Gross
17 Settlement Amount, or One Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars
18 (\$133,333) and to be paid solely from the Gross Settlement Amount. In addition, Class Counsel
19 will also seek an award of litigation costs and expenses associated with Class Counsel's prosecution
20 of the Action in an amount not to exceed Sixty Thousand Dollars (\$60,000), and to be paid solely
21 from the Gross Settlement Amount. In the event the Court awards Class Counsel less than
22 \$133,333 in attorneys' fees and/or less than \$60,000 in costs, any amounts for which no approval is
23 granted will become part of the Net Settlement Amount to be distributed to Settlement Class
24 Members as part of their Individual Settlement Awards. Class Counsel shall be paid any Court-
25 awarded attorneys' fees and costs within ten (10) calendar days after the later of the Effective Date
26 or the date on which Defendants have completed payment of the entire Gross Settlement Amount.
27 Class Counsel will be solely and legally responsible to pay all applicable taxes on the Class Counsel
28 Award. The Settlement Administrator will issue an IRS Form 1099 to Class Counsel for the Class

1 Counsel Award. Class Counsel will provide the Settlement Administrator with a completed IRS
2 Form W-9 in order for the Settlement Administrator to process the Class Counsel Award. This
3 Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of
4 attorneys' fees or costs. This Settlement is not conditioned upon the Court awarding Class Counsel
5 any particular amount of attorneys' fees or costs, however, Plaintiff does not waive any appellate
6 rights, including but not limited to with respect to the Court's determination as to the Class
7 Representative Service Award and/or the Class Counsel Award.

8 h. Settlement Administration Costs. The settlement administration fees and
9 expenses, which are estimated not to exceed Ten Thousand Dollars (\$10,000), shall be paid from the
10 Gross Settlement Amount. Prior to Plaintiffs' filing of a motion for final approval, the Settlement
11 Administrator will provide the Parties with a statement detailing the Settlement Administration
12 Costs to date. The Parties agree to cooperate in the Settlement Administration process and to make
13 all reasonable efforts to control and minimize Settlement Administration Costs. One-half (1/2) of the
14 Settlement Administration Costs shall be paid to the Settlement Administrator within ten (10)
15 calendar days after the later of the Effective Date or the date on which Defendants have completed
16 payment of the entire Gross Settlement Amount. The remaining one-half (1/2) of the Settlement
17 Administration Costs shall be paid to the Settlement Administrator no later than seven (7) calendar
18 days after the Settlement Administrator transmits the funds represented by any uncashed or
19 undeliverable Individual Settlement Award checks to the appropriate entities, in accordance with
20 Paragraph 45.a.iv of this Stipulation.

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

24 ii. The Settlement Administrator shall keep the Parties timely apprised of
25 the performance of all settlement administrator responsibilities required by the Settlement. The
26 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund ("QSF")
27 pursuant to IRS rules and regulations in which the Gross Settlement Amount shall be placed and
28 from which payments required by the Settlement shall be made.

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

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

15 ///

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

27 48. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
28 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not

1 enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other
2 reason, this Stipulation shall be rendered null and void, any order or judgment entered by the Court
3 in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and
4 any documents related to it shall not be used by any Class Member or Class Counsel to support any
5 claim or request for class certification in the Action, and shall not be used in any other civil,
6 criminal or administrative action against Defendants or any of the other Released Parties. In the
7 event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is
8 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
9 other appellate review.

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

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

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

24 52. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
25 subject to necessary compliance with the Court's orders, except such proceedings necessary to
26 implement and complete the Settlement, in abeyance pending the Final Approval Hearing to be
27 conducted by the Court. The Parties further agree that, pursuant to Code of Civil Procedure §
28 583.330(a), the five-year period specified in Code of Civil Procedure § 583.310 shall be tolled for

1 the time period beginning on October 23, 2019 (i.e., the mediation date) and ending on the Effective
2 Date of this Stipulation or the date of a final order denying approval of this Stipulation.

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

5 54. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
6 agreement between the Parties, and no oral or written representations, warranties, or inducements
7 have been made to Plaintiffs or Defendants concerning this Stipulation or its Exhibits other than the
8 representations, warranties, and covenants contained and memorialized in this Stipulation and its
9 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
10 the Parties.

11 55. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
12 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
13 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
14 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
15 required to effectuate the terms of this Stipulation. The Parties and their counsel shall cooperate
16 with each other and use their best efforts to effect the implementation of the Settlement. In the event
17 that the Parties are unable to reach agreement on the form or content of any document needed to
18 implement the Settlement, or on any supplemental provisions that may become necessary to
19 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court and/or
20 mediator Jeffrey Krivis to resolve such disagreement. The person signing this Stipulation on behalf
21 of Defendants represents and warrants that he/she is authorized to sign this Stipulation on behalf of
22 Defendants. Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that
23 they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The
24 Parties have cooperated in the drafting and preparation of this Stipulation. Hence, in any
25 construction made of this Stipulation, the same shall not be construed against any of the Parties.

26 56. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
27 inure to the benefit of, the successors and assigns of the Parties.

1 57. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
2 be governed by and interpreted according to the laws of the State of California, without giving effect
3 to any law that would cause the laws of any jurisdiction other than the State of California to be
4 applied.

5 58. Counterparts. This Stipulation may be executed in one or more counterparts. All
6 executed counterparts and each of them shall be deemed to be one and the same instrument.

7 59. This Settlement is Fair, Adequate and Reasonable. Class Counsel submits that this
8 Settlement is a fair, adequate, and reasonable settlement of the Action, and that the Parties have
9 arrived at this Settlement after extensive arm’s-length negotiations, taking into account all relevant
10 factors, present and potential.

11 60. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the
12 Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of
13 the terms of this Stipulation and all orders and judgments entered in connection therewith, and the
14 Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all orders
16 and judgments entered in connection therewith.

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19 61. Invalidity of Any Provision. Before declaring any term or provision of this
20 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
21 valid to the fullest extent possible consistent with applicable precedents so as to define all provisions
22 of this Stipulation as valid and enforceable.

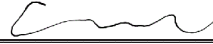
23 62. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
24 Settlement Class Members are so numerous, it is impossible or impractical to have each Class
25 Member execute the Stipulation. The Class Notice shall advise all Settlement Class Members of the
26 binding nature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

28


7
1 Dated: May 4, 2020

2 By: 
3 PLAINTIFF DAVID MARTINEZ OLIVA,
4 individually, and on behalf of other aggrieved
5 employees, and on behalf of others similarly
6 situated

6
7 Dated: May 4, 2020

8 By: 
9 PLAINTIFF ANTON PETERSON,
10 individually, and on behalf of other aggrieved
11 employees, and on behalf of others similarly
12 situated

13
14 May 7, 2020
15 Dated: May 4, 2020

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

21 Dated: May 1, 2020

22 Defendant Rock Fish, LLC
23 By: _____
24 Its: _____

25 Dated: May 1, 2020

26 Defendant Rock'N Fish 2, LLC
27 By: _____
28 Its: _____

Dated: May 1, 2020

Defendant Zislis Group, Inc.
By: _____
Its: _____

1 Dated: May 1, 2020

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

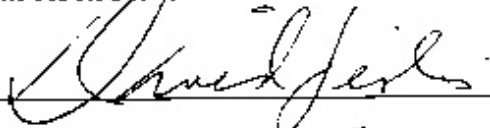
5 Dated: May 1, 2020

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

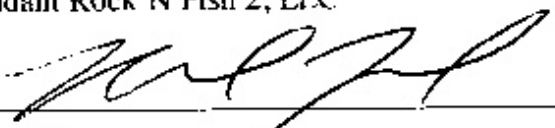
9 Dated: May 1, 2020

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

13
14 Dated: May 1, 2020

Defendant Rock Fish, LLC
15 By: 
16 Its: MANAGER

17
18
19 Dated: May 1, 2020

Defendant Rock 'N Fish 2, LLC
20 By: 
21 Its: Manager

22
23 Dated: May 1, 2020

Defendant Zislis Group, Inc.
24 By: 
25 Its: President

26
27
28

1 Dated: May 1, 2020

2

3

4

5 Dated: May 1, 2020

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By: 

Defendant Michael Zisis

By: 

Defendant David Zisis

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Martinez Oliva, et al. vs. Rock Fish, LLC, et al.
Los Angeles Superior Court, Case No. BC658207

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

If you are or were employed by either Defendant Rock Fish, LLC (“Rock Fish MB”) or Rock’N Fish 2, LLC (“Rock Fish LA Live”) at the restaurants located at 120 Manhattan Beach Blvd., Manhattan Beach, California 90266, and/or 800 West Olympic Blvd. A-160, Los Angeles, California 90015, during the time period from April 18, 2013 to November 23, 2019, this class action settlement may affect your rights.

Why should you read this Notice?

A proposed settlement (“Settlement”) has been reached in a class action lawsuit entitled *Martinez Oliva v. Rock Fish, LLC, et al.*, Superior Court of the State of California, County of Los Angeles, Case Number BC658207 (the “Action”). Defendants Rock Fish MB, Rock Fish LA Live, The Zislis Group, Inc., David Zislis, and/or Michael Zislis’s (“Defendants”) records show that you worked as a non-exempt employee of one or more Defendants at one or both of the restaurants located at 120 Manhattan Beach Blvd., Manhattan Beach, California 90266, and/or 800 West Olympic Blvd. A-160, Los Angeles, California 90015, during the time period from April 18, 2013 to November 23, 2019 (the “Class Period”), and therefore, you are a Class Member in this Action. The purpose of this Notice of Class Action Settlement (“Notice”) is to describe the Action and the Settlement, and to inform you of your rights and options in connection with the Settlement.

A hearing will be held to determine whether the Settlement is fair, reasonable, and adequate (“Final Approval Hearing”) on [DATE] at [TIME] before the Honorable Daniel J. Buckley in Department SS1 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012.

As a Class Member, you are eligible to receive a payment under the Settlement, and unless you timely submit an Exclusion Form, you will be bound by the release of claims described in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If you do nothing, you will remain a Class Member and you will receive a payment under the Settlement. You will also give up rights to pursue a separate legal action against Defendants for the claims alleged in the Action, as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You may exclude yourself from the settlement by completing and submitting the Exclusion Form enclosed with this Notice. If you exclude yourself you forego any benefits you could be entitled to as a Class Member and you have the option to pursue separate legal action against Defendants regarding the claims alleged in this Action.
OBJECT	To object to the Settlement, you must submit a letter to the Settlement Administrator about why you don’t like the Settlement. This option is only available if you do not exclude yourself from the Settlement.

Who is affected by the Settlement?

The Court has certified the following class (“Class”) for settlement purposes: All current and former non-exempt employees who were employed by Defendants Rock Fish, LLC (“Rock Fish MB”) or Rock’N Fish 2, LLC (“Rock Fish LA Live”) at the restaurants located at 120 Manhattan Beach Blvd., Manhattan Beach, California 90266, and/or 800 West Olympic Blvd. A-160, Los Angeles, California 90015, during the time period from April 18, 2013 to November 23, 2019 (“Class Period”). According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

Plaintiff David Martinez Oliva is a former employee of at least one Defendant who commenced this Action by filing a complaint against Defendants on April 18, 2017. The complaint was subsequently amended in order to add two additional former employees of at least one Defendant, Anton Peterson and Andrew Grezlik, as additional named plaintiffs and class representatives. In the Action, Plaintiffs David Martinez Oliva, Anton Peterson, and Andrew Grezlik (collectively, “Plaintiffs” or “Class Representatives”) allege, on behalf of themselves and the Class Members, the following claims against Defendants: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to pay all wages due to discharged or quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized wage statements; (8) failure to indemnify employees for necessary business expenditures incurred in the discharge of duties; (9) unfair and unlawful business practices; and (10) penalties under the California Labor Code Private Attorneys General Act (“PAGA”). Plaintiffs seek unpaid wages, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to Plaintiffs’ claims. Defendants also recognize the risks and costs associated with litigation. Defendants contend that Plaintiffs’ claims do not have merit and do not meet the requirements for class certification.

The Court has not ruled on the merits of Plaintiffs’ claims or Defendants’ defenses. This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiffs and Defendants (the “Parties”) and is not an admission of liability on the part of Defendants. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs also believe that this Settlement is in the best interests of all Class Members.

What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. The Class Representative(s) and all of the people whose claims are being pursued in the case are called the “Class” or “Class Members.” One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

Do I have a lawyer in this case?

On [PRELIMINARY APPROVAL DATE], the Court granted preliminary approval of the Settlement. At that time, the Court also preliminarily approved the law firm of Matern Law Group, PC to serve as counsel for Plaintiff and the Class (“Class Counsel”). Class Counsel’s contact information is as follows:

MATERN LAW GROUP, PC
 Matthew J. Matern
 Tagore O. Subramaniam
 Julia Z. Wells
 1230 Rosecrans Avenue, Suite 200
 Manhattan Beach, California 90266
 Telephone: (310) 531-1900 / Facsimile: (310) 531-1901

What are the Settlement terms?

Subject to approval by the Court, the Settlement provides that Defendant will pay a total amount of \$400,000 (the “Gross Settlement Amount”) in order to resolve the claims in the Action. This Gross Settlement Amount includes an award of reasonable attorneys’ fees to Class Counsel (not to exceed \$133,333), reimbursement of Class Counsel’s litigation costs and expenses (not to exceed \$60,000), service payments to each of the Class Representative (not to exceed \$10,000 each, or \$30,000 total), settlement administration costs (estimated to not exceed \$10,000) payment to the California Labor and Workforce Development Agency for its share of the PAGA penalties (in the amount of \$7,500), payments to Class Members under the Settlement (“Individual Settlement Awards”), and settlement payments already paid to Class Members by Defendants.

The Gross Settlement Amount will be funded as follows: \$175,000 of the Gross Settlement Amount has already been placed into an escrow account pending final approval of the settlement. The remaining \$225,000 of the Gross Settlement Amount will be split into three parts of \$75,000 each. Rock Fish MB and Rock Fish LA Live will each be severally liable for \$75,000. Rock Fish LA Live and Rock Fish MB will be jointly and severally liable for the remaining \$75,000.

Payments to Participating Class Members: The “Net Settlement Amount” means the Gross Settlement Amount, less the Court-approved amounts for attorneys’ fees and costs, service payments to the Class Representatives, settlement administration costs, the PAGA payment to the LWDA, and the amount of settlement payments already paid to Class Members.

Each Class Member who does not submit a timely and valid Exclusion Form will receive a share of the Net Settlement Amount (an “Individual Settlement Award”) which, to the extent possible, will be based upon the number of days during which he or she worked for any Defendant as a non-exempt employee at the restaurants located at 120 Manhattan Beach Blvd., Manhattan Beach, CA 90266 (“Rock Fish MB”), and/or 800 West Olympic Blvd. A-160, Los Angeles, CA 90015 (“Rock Fish LA Live”) during the time period from April 18, 2013 through November 23, 2019 (“Compensable Workdays”), as follows. First, the Settlement Administrator will divide the Net Settlement Amount by the aggregate number of Compensable Workdays for all Class Members, resulting in a value for each workday worked by Class Members (“Workday Value”). The Settlement Administrator will then take the number of Compensable Workdays worked by each Class Member and multiply it by the Workday Value in order to yield the amount of the Class maximum estimated Individual Settlement Award. Finally, each Class Member’s maximum Individual Settlement Award will be reduced by (if applicable) by the amount of any funds received by the Class Member as part of a prior settlement, in order to yield his or her estimated Individual Settlement Award.

Your estimated number of Compensable Workdays and your estimated Individual Settlement Award are listed on the Information Sheet that is enclosed with this Notice.

For tax purposes, each Class Member’s Individual Settlement Award will be allocated as follows: 1/3 as wages (the “wage portion”), 1/3 as penalties, and 1/3 as interest. The wage portion of each Individual Settlement Award will be subject to payroll taxes and withholdings and will be reported on an IRS Form W-2. The remaining portion of the Individual Settlement Award will not be subject to payroll taxes or withholding, and will be reported on an IRS Form 1099. The employer’s share of payroll taxes and withholdings with respect to the wage portion of the Individual Settlement Award will be paid separately by Defendants, in addition to the Gross Settlement Amount.

If a Class Member fails to cash a check for his or her Individual Settlement Award within 180 calendar days after the check is issued, the check will be voided, and the funds represented by the uncashed check will be distributed to Children’s Hospital Los Angeles, a Los Angeles non-profit organization with a mission to create hope and build healthier futures for children, in accordance with California Code of Civil Procedure section 384 and subject to approval by the Court.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

What claims are being released by the proposed Settlement?

Upon the Effective Date of the Settlement, Plaintiffs and Class Members who have not excluded themselves from the Settlement will be deemed to have released and discharged Defendants Rock Fish, LLC (“Rock Fish MB”), Rock’N Fish 2, LLC (“Rock Fish LA Live”), Zislis Group, Inc., David Zislis, and Michael Zislis and their present and former parents, subsidiaries, officers, directors, managers, members, principals, employees, partners, shareholders, owners, managing agents, and attorneys, and any other successors, assigns, heirs, or legal representatives (“Released Parties”) from all claims alleged in or arising out of the facts alleged in the Third Amended Complaint, including penalties under the PAGA which occurred during the Class Period, and expressly excluding claims for wrongful termination, unemployment insurance, disability, and workers’ compensation, as

well as claims outside of the Class Period. With regard to Settlement Class Members who accept any payment under this agreement, the released claims expressly include all claims under the Fair Labor Standards Act (“FLSA”) for the Class Period. The released claims are limited to claims arising from work performed by employees at one or both of the restaurants located at 120 Manhattan Beach Blvd. and Manhattan Beach, California 90266 and/or 800 W Olympic Blvd A-160, Los Angeles, California 90015 (collectively, the “Released Claims”).

Each Individual Settlement Award check will contain language indicating that the cashing of the check constitutes an affirmative opt-in to the release of FLSA claims.

What are my options in this matter?

You have two options under this Settlement. You may: (A) participate in the Settlement and receive a payment; or (B) exclude yourself from (i.e., “opt out” of) the Settlement. If you choose option (A), you may also object to the Settlement, as explained below.

If you choose option (A), you will be represented at no cost by Class Counsel, and you will be subject to any Judgment entered in the Action, including the release of the Released Claims, as described above.

OPTION A. Remain in the Settlement. If you wish to remain in the Settlement and be eligible to receive a payment under the Settlement, you do not need to take any action. If you remain in the Settlement, you will release the Released Claims, as described above.

OPTION B. If you do not want to be bound by the Settlement. If you do not want to be part of the Settlement, you must complete and sign the Exclusion Form that is enclosed with this Notice and mail it to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Martinez Oliva v. Rock Fish, LLC, et al.* Settlement, P.O. Box [REDACTED], [City], [State] [Zip]. If you do not timely submit a completed and signed Exclusion Form, your request will be rejected, you will remain in the Settlement, and you will be bound by the release of the Released Claims and all other Settlement terms. If you timely submit an Exclusion Form, you will have no further role in the Action, and you will not be entitled to any benefit as a result of the Action and Settlement, and will not be entitled to or permitted to assert an objection to the Settlement.

Objecting to the Settlement: If you believe the Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must mail a written statement of objection (“Notice of Objection”) to the Settlement Administrator at the following address, postmarked no later than [Response Deadline]: *Martinez Oliva v. Rock Fish, LLC, et al.* Settlement, P.O. Box [REDACTED], [City], [State] [Zip]. You can also hire an attorney at your own expense to represent you in your objection. To be valid, the Notice of Objection must contain: (1) your full name, address, and dates of employment; the case name and number (*Martinez Oliva v. Rock Fish, LLC, et al.*, Case Number BC658207); (2) the last four digits of your social security number; (3) your signature or the signature of your legal representative; (4) a clear and concise statement of each specific objection and any legal support for the objection; (5) a statement as to whether or not you intend to appear at the Final Approval Hearing; and (6) if you are represented by counsel, the name and contact information of your counsel. **You cannot object to the Settlement if you request exclusion from the Settlement. Even if you submit an objection, you will be bound by Settlement, including the Released Claims, unless the Settlement is not finally approved by the Court.**

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, the plan of distribution, Class Counsel’s request for attorneys’ fees and costs, the service payment to the Class Representative, the settlement administration costs, and the PAGA penalties on [DATE] at [TIME] in Department SS1 of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. The Final Approval Hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing, but you may do so at your own expense.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are contained in the detailed Stipulation of Class Action Settlement (“Settlement Agreement”) that is on file with the Court. The pleadings and other records in this litigation, including a complete copy of the Settlement Agreement, may be examined during regular court hours at the Records Department of the Clerk of the Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. More information and Court documents are also available on the case website, at [URL]. Any questions regarding this Notice should be directed to the Class Counsel, whose contact information is listed on page 2 of this Notice. For more information, you may also call the Settlement Administrator toll-free at [Telephone Number].

What should I do if my address changes?

If you need to update your contact information, please promptly contact the Settlement Administrator toll-free at [Telephone Number]. This will ensure that you receive further notices about the Settlement and that you receive your Individual Settlement Award if the Settlement is approved by the Court.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE
BY ORDER OF THE LOS ANGELES SUPERIOR COURT**

EXHIBIT B

INFORMATION SHEET

Martinez Oliva, et al. vs. Rock Fish, LLC, et al.
Los Angeles Superior Court, Case No. BC658207

Calculation of Individual Settlement Awards: Each Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount based upon the total number of days during which he or she worked for Rock Fish, LLC at 120 Manhattan Beach Blvd., Manhattan Beach, CA 90266 (“Rock Fish MB”) and/or Rock’N Fish 2, LLC at 800 West Olympic Blvd. A-160, Los Angeles, CA 90015 (“Rock Fish LA Live”), as a non-exempt employee during the time period from April 18, 2013 through November 23, 2019 (“Compensable Workdays”). Individual Settlement Awards will be calculated as follows:

Defendants will provide the Settlement Administrator with the total number of Compensable Workdays worked by all Class Members (“Total Compensable Workdays”). Then, the Settlement Administrator will divide the Net Settlement Amount by the Total Compensable Workdays, resulting in a value for each workday worked by Class Members (“Workday Value”). Next, the Settlement Administrator will multiply each Class Member’s number of Compensable Workdays by the Workday Value in order to obtain the estimated amount of the Class Member’s maximum Individual Settlement Award. Finally, each Class Member’s maximum Individual Settlement Award will be reduced by (if applicable) by the amount of any funds received by the Class Member as part of a prior settlement, in order to yield his or her Individual Settlement Award.

Your Compensable Workdays and Estimated Individual Settlement Award:

According to Defendant’s records, you worked <<CompWorkdays>> Compensable Workdays during the Class Period.

Based on your number of Compensable Workdays, **your estimated Individual Settlement Award is <<EstSettAward>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Your Individual Settlement Award **[will be reduced by \$ _____ /will not]** due to funds already received by you as part of a prior settlement.

Procedure for Disputing Information: If you wish to dispute the number of Compensable Workdays attributed to you as listed above, you must mail a letter to the Settlement Administrator stating the reasons why you dispute your number of Compensable Workdays and provide any supporting documentation that you have (e.g., paystubs). Your letter should also include the estimated number of days that you claim to have worked for Defendants at Rock Fish MB and/or Rock Fish LA Live during the time period from April 18, 2013 through November 23, 2019. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than **[Response Deadline]**.

Martinez Oliva v. Rock Fish, LLC, et al.
[Administrator]
Address]
[City, State Zip]

Defendant’s records regarding the number of Compensable Workdays will be presumed correct, unless you provide timely documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the number of Compensable Workdays that should be applied and/or the Individual Settlement Award to which you may be entitled. The Settlement Administrator’s determination will be final and binding with no opportunity for further appeal.

EXHIBIT C

EXCLUSION FORM

Martinez Oliva, et al. vs. Rock Fish, LLC, et al.

Los Angeles Superior Court, Case No. BC658207

If you want to receive a payment (“Individual Settlement Award”) under the Settlement, you should not fill out this form; you are not required to do anything at this time. This form is to be used only if you want to exclude yourself from the Settlement.

If you exclude yourself from the Settlement: (1) you will not receive any payments or benefits under the Settlement; (2) you will not be able to object to the Settlement; (3) you will not be bound by the Settlement if it is ultimately approved by the Court; and (4) you may pursue any claims asserted in the Action that you have against Rock Fish, LLC (“Rock Fish MB”), Rock’N Fish 2, LLC (“Rock Fish LA Live”), Zislis Group, Inc., **David Zislis, and/or Michael Zislis** (“Defendants”) by filing your own lawsuit.

To be excluded from the Settlement, complete this Exclusion Form and mail it to the Settlement Administrator at the address listed below, postmarked no later than **[Response Deadline].**

Martinez Oliva v. Rock Fish, LLC, et al.
[Address]
[City, State Zip]

Request for Exclusion

I hereby certify that I am or was employed by Defendants Rock Fish MB at 120 Manhattan Beach Blvd., Manhattan Beach, California 90266 and/or Rock Fish LA Live at 800 West Olympic Blvd. A-160, Los Angeles, California 90015 , and/or during the time period from April 18, 2013 to November 23, 2019 (i.e., the Class Period).

I have received the Notice of Class Action Settlement (“Notice”) in the Action, and I request to be excluded from the Settlement. I understand that by submitting this Exclusion Form, I will not receive any money or other benefits under the Settlement, and I will not be bound by the Settlement, including the release of Released Claims, as described in the Notice and in the Settlement Agreement on file with the Court.

Please print legibly:

Full Name: _____ Phone: _____

Street Address: _____

City, State, Zip Code: _____

Last 4 digits of Social Security No.: _____ Date of Birth: _____

Signature of Class Member: _____ Date: _____