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12
13 **SUPERIOR COURT OF CALIFORNIA**
14 **CITY AND COUNTY OF SAN FRANCISCO**
15 **UNLIMITED JURISDICTION**

16 THOMAS CORCORAN, INDIVIDUALLY,
17 AND ON BEHALF OF ALL
AGGRIEVED EMPLOYEES,

18 PLAINTIFF,

19 VS.

20 HERRINGBONE TAVERN, INC., AND
21 DOES 1 THROUGH 25,

22 DEFENDANTS.
23

CASE NO.: CGC-18-570576

**STIPULATION AND SETTLEMENT
AGREEMENT**

Action Filed: October 15, 2018

New Trial date:

24
25 This Joint Stipulation of Settlement (“Joint Stipulation,” “Settlement,” or “Settlement
26 Agreement”) is entered into by Plaintiff THOMAS CORCORAN as the Representative Plaintiff
27 (on behalf of himself and each of the Settlement Class Members (defined below) and named
28 defendant HERRINGBONE TAVERN, INC, Inc. (“Defendant”) (Plaintiff and Defendant are

1 collectively referred to as “Settling Parties”). Subject to this Court’s approval, this Joint
2 Stipulation is intended by the Settling Parties to fully resolve, discharge and settle the Released
3 Claims (defined below), upon and subject to the terms and conditions hereof.

4 **1 DEFINITIONS**

5 As used in the Joint Stipulation, the following terms have the meanings specified
6 below:

7 1.1 “Action” means the litigation arising out of the Complaint filed in *Thomas*
8 *Corcoran v. Herringbone Tavern, Inc.*, Superior Court of California County of San Francisco,
9 Case No. CGC-18-570576 (“Action”).

10 1.2 “Class” means all of Defendant’s current and former hourly nonexempt
11 employees who were employed by Defendant at any time during the Settlement Class Period, to
12 be certified by the Court for purposes of settlement only.

13 1.3 “Class Member” means a person who falls within the definition of the Class as set
14 forth in paragraph 1.2 of the Definitions in this Joint Stipulation who does not opt out of the
15 Settlement.

16 1.4 “Class Counsel” means Klein Law Group, LLP and all lawyers employed and/or
17 associated with those firms, specifically including but not limited to Alexei Kuchinsky and
18 William P. Klein, who are counsel for and acting on behalf of the Representative Plaintiff, and
19 subject to approval and appointment by the Court, shall be counsel for and act on behalf of the
20 Settlement Class. The term “Class Counsel” shall be used synonymously with the term
21 “Plaintiff’s Counsel.”

22 1.5 “Class Notice” means the Notice of Pendency of Class Action, Proposed
23 Settlement and Hearing Date for Court Approval.

24 1.6 “Collateral Proceedings” means proceedings pertaining to or arising out of any
25 application for attorneys’ fees, costs, or expenses.

26 1.7 “Complaint” refers to the First Amended Complaint (“FAC”) complaint filed in
27 this action.

28 1.8 “Court” means the Superior Court of the State of California, in and for the County

1 of San Francisco, where the Action is pending.

2 1.9 “Covered Position” means all current and former hourly non-exempt employees
3 of Defendant Herringbone Tavern, Inc. (“Defendant”) who are or have been employed by
4 Defendant at any time during the period from November 1, 2017 to the date of the Preliminary
5 Hearing (“Class Period”), who held front-of-house positions in Defendant’s Fisherman’s Grotto
6 and Tarantino’s in San Francisco, California restaurants.

7 1.10 “Defendant” means Herringbone Tavern, Inc, and its predecessors, subsidiary,
8 parent, successor, affiliated companies, and their respective officers, agents, directors, members,
9 employees, successors and assigns, administrators, executors, partners, principals, attorneys,
10 insurers, and assignees.

11 1.11 The “Effective Date” of this Settlement means the day the Court has entered and
12 filed the Final Approval Order and Judgment (defined in this Agreement), and the Final Approval
13 Order and Judgment is no longer subject to further review or modification after which the last of
14 the following has occurred: (a) the conditions of the Settlement have been satisfied and the Court
15 has entered and filed the Final Approval Order and Judgment (defined in this Agreement).; (b) the
16 time period for appeal of the Final Approval Order and Judgment has been exhausted without any
17 appeals having been filed; and (c) if an appeal, review, or writ is sought from the Final Approval
18 Order and Judgment, the date after the Final Approval Order and Judgment is affirmed or the
19 appeal, review, or writ is dismissed or denied, and the Final Approval Order and Judgment is no
20 longer subject to further review or modification

21 1.12 “Gross Settlement Fund” means the sum of Eighty-Five Thousand Dollars
22 (\$85,000.00). Except for the employer’s share of all applicable payroll taxes on those portions of
23 the settlement payments designated as wages, Defendant shall have no further monetary
24 obligation related to the Settlement and shall not be required to make any other payment.

25 1.13 “Joint Stipulation” means this Joint Stipulation of Settlement, duly executed by the
26 Representative Plaintiff, Class Counsel, Defendant, and counsel for Defendant.

27 1.14 “Judgment” means the Final Judgment to be entered by this Court. The Judgment
28 shall finally approve the settlement contained in this Joint Stipulation as being a fair, reasonable,

1 and adequate settlement as to the Settlement Class Members, shall direct that the Action be
2 resolved as to the Representative Plaintiff and the Settlement Class Members, and shall reserve
3 exclusive jurisdiction over the parties hereto with respect to the settlement contained in this Joint
4 Stipulation, including, inter alia, the distribution of the Gross Settlement Fund (defined below).

5 1.15 “Net Settlement Fund” means the total amount available for payment to
6 Settlement Class Members after deducting Class Counsel’s fees and costs/expenses, an
7 enhancement award to the Representative Plaintiff, settlement administration fees, and penalties
8 under Labor Code Section 2698, *et seq.*, Private Attorney General Act (“PAGA”) payable to the
9 Labor and Workforce Development Agency (“LWDA”). This is a non-reversionary settlement.
10 One-third of each payment shall be characterized as wages. The employer’s share of all
11 applicable payroll taxes on those portions of the settlement payments designated as wages,
12 including, but not limited to, Medicare and Social Security contributions shall be paid by
13 Defendant separately and in addition to the Gross Settlement Fund, and shall be transmitted by
14 Defendant to the Settlement Administrator for transmission to the applicable authorities.

15 1.16 “Notice Period” means the time period commencing on the date Class Notice is
16 sent to class Members and ending on the “Notice Completion Date.” The “Notice Completion
17 Date” shall be the date 60 calendar days after the mailing of the Class Notice.

18 1.17 “Person” means an individual, corporation, general partnership, limited
19 partnership, association, joint-stock company, estate, legal representative, trust, unincorporated
20 association, government or any political subdivision or agency, and any business or legal entity
21 and its spouses, heirs, predecessors, successors, representatives or assignees.

22 1.18 “Released Claims” means any and all claims, debts, penalties, liabilities, demands,
23 obligation, guarantees, costs, expenses, attorneys’ fees, damages, restitution, injunctive relief,
24 remedy of any type, or causes of action which were plead or which could have been plead based
25 on the factual allegations contained in the FAC, arising during the period of November 1, 2017 to
26 the date of preliminary hearing of this Settlement, including any federal, state or local law,
27 including all wage and hour claims, including all civil and statutory penalties, including: Failure
28 to Provide Meal and Rest Periods (Cal. Labor Code Sections 226.7, 512, 1194 and Wage Order

1 No. 5), Failure to Provide Accurate, Itemized Wage Statements (Cal. Labor Code Sections
2 226(a), 226.3 and Wage No. Order 5), Failure to Pay Wages Due at Termination (Cal. Labor
3 Code Sections 201-203, Private Attorneys General Act (“PAGA”) (Cal. Labor Code Sections
4 2698, et seq) including the application IWC wage orders.

5 1.19 “Released Persons” means Defendant and its respective agents, attorneys,
6 insurers, past, present and future divisions, affiliates, predecessors, successors, shareholders,
7 officers, directors, members, employees, trustees, representatives, administrators, fiduciaries,
8 assigns, subrogees, executors, partners, subsidiaries, parents, attorneys, insurers, and/or privies.

9 1.20 “Representative Plaintiff” means THOMAS CORCORAN and his representatives,
10 heirs, assigns, attorneys, and insurers.

11 1.21 “Request for Exclusion” means a written request by a Class Member to be
12 excluded from the Settlement Class.

13 1.22 “Settlement Administrator” means the party administering the settlement, Atticus
14 Administration, LLC, Defendant will provide a mailing list of the last known addresses, social
15 security numbers or taxpayer IDs, and the number of pay periods worked for each Class Member
16 in a Covered Position during the Settlement Period to the Settlement Administrator within fifteen
17 (15) business days of the Preliminary Approval Order. The Settlement Administrator shall keep
18 the Settlement Class information between itself and Defendant, except as required to be disclosed
19 to the applicable taxing authorities in order to carry out the purposes of this Joint Stipulation, or
20 pursuant to Defendant’s express written authorization or by order of the Court.

21 1.23 “Settlement Class” means all Class Members who do not submit timely and valid
22 requests to be excluded from the Settlement.

23 1.24 “Settlement Class Member” or “Member of the Settlement Class” means a Person
24 who falls within the definition of the Settlement Class as set forth in paragraph 1.23 of the
25 Definitions in this Joint Stipulation.

26 1.25 “Settlement Class Period” means from November 1, 2017, to the date of
27 Preliminary Hearing.

28 1.26 “Settlement Hearing” means the hearing(s) to be held by the Court to consider and

1 determine whether the proposed settlement of the Action (defined below) as contained in this
2 Joint Stipulation should be approved as fair, reasonable, and adequate, and whether the Judgment
3 approving the settlement contained in this Joint Stipulation should be entered.

4 1.27 “Settling Parties” means Defendant and the Representative Plaintiff, on behalf of
5 himself and the Settlement Class Members.

6 **2 PARTIES**

7 2.1 Defendant is HERRINGBONE TAVERN, INC, Inc.

8 2.2 Plaintiff is THOMAS CORCORAN, individually and on behalf of all other
9 similarly situated nonexempt hourly employees of the Defendant.

10 **3 PROCEDURAL BACKGROUND**

11 3.1 Pre-Litigation History. On June 21, 2018, Plaintiff sent a letter to California Labor
12 and Workforce Development Agency and HERRINGBONE TAVERN, INC, Inc (“PAGA
13 Notice”), in accordance with the requirements of Labor Code Section 2699.3(a), to provide notice
14 of alleged violations of the California Labor Code by Defendant. The PAGA Notice stated that
15 Plaintiff intended to pursue a representative civil action under the PAGA against Defendant
16 pursuant to Labor Code Section 2698 et seq. The LWDA declined to investigate the alleged
17 violations, permitting Plaintiff to initiate a PAGA action in superior court.

18 3.2 In November 2019, the Parties agreed to submit this matter to mediation in an
19 effort to reach a resolution. To facilitate the process, the Parties agreed to informally exchange
20 employment records and information related to the Class Members. Mediation failed to result in a
21 settlement. The Defendant subsequently provided financial information to Plaintiff’s expert to
22 determine Defendant’s ability to fund a settlement. It was concluded, even before Defendant’s
23 restaurant closed due to Covid-19, that Defendant had insufficient finances to fully pay an amount
24 recoverable at trial.

25 **4 INVESTIGATION OF CLASS CLAIMS.**

26 4.1 The Parties have diligently conducted a significant investigation of the facts prior
27 to filing the Action. Such investigation has included, informal exchange of information, a review
28 of documents produced by Defendant, and information provided to Class Counsel by Plaintiff as

1 well as extensive financial information to Plaintiff's expert.

2 4.2 To evaluate all potential damages and to assess the full value of the Class claims,
3 Class Counsel requested and reviewed a randomly selected sample of payroll records. Defendant
4 produced to Plaintiff a randomly selected sample of time sheets and wage statements of 6% of all
5 front-of-house employees who worked for Defendant at Fisherman's Grotto and Tarantino's
6 during the relevant period from June 21, 2017 through November 13, 2019. Defendant's counsel
7 also disclosed other relevant information including, the total number of current and former
8 employees and the total number of pay periods and shifts performed by all affected employees
9 during the relevant liability period.

10 4.3 Counsel for the Parties have further investigated the relevant law as applied to the
11 facts discovered regarding the alleged claims of Plaintiff and potential defenses thereto, and the
12 damages claimed by Plaintiff. Prior to executing this Settlement Agreement, Class Counsel also
13 investigated and evaluated Defendant's financial condition and ability to pay any settlement or
14 judgment through the opinion of a financial analyst.

15 5 MEDIATION AND NEGOTIATIONS.

16 5.1 On November 15, 2019, Class Representative, Class Counsel, Defendant, and
17 Defendant's Counsel participated in mediation before Michael Scott Treppa in San Francisco,
18 California. Mr. Treppa is an experienced and highly regarded mediator knowledgeable in wage-
19 and-hour laws and the class, and representative claims at issue in this Action. The mediation
20 session involved robust discussions of risks and rewards of continued litigation and particularly
21 focused on ability to pay with Defendant bringing financial information to the mediation.
22 Notwithstanding, the matter did not resolve on that date. Subsequently, the Parties continued to
23 negotiate and examine the defendant's financial records. Plaintiff then retained the services of
24 Kenneth Creal, a California CPA with extensive experience evaluating ability to pay in class
25 action contexts. As indicated by the attached declaration of Mr. Creal, Defendant is paying the
26 maximum amount practicable while being able to remain in business.

27 6 COMPLAINT.

28 6.1 On July 24, 2019, Plaintiff filed a Complaint against Defendant on behalf of

1 himself and in a representative capacity on behalf of all hourly front of the house restaurant
2 workers who worked for Defendant. Plaintiff alleged Defendant failed to provide lawful meal and
3 rest periods, failed to pay overtime, failure to pay minimum wage, failed to pay all wages due at
4 the time of termination, failed to provide lawful itemized wage statements, and engaged in unfair
5 business practices. Plaintiff's Complaint also included a prayer under the Labor Code Private
6 Attorneys General Act of 2004 ("PAGA"). (Cal. Lab. Code §§ 2698 et seq.) for civil penalties.
7 The Complaint sought monetary damages, interest, statutory penalties, civil penalties, restitution,
8 attorneys' fees, and costs. On October 21, 2020, Plaintiff filed its First Amended Complaint that
9 included class allegations.

10 6.2 Based on Class Counsel's investigation and evaluation, Class Counsel is of the
11 opinion that the terms set forth in this Agreement are fair, reasonable, adequate, and in the best
12 interest of the Class Members. Class Counsel diligently and effectively investigated Plaintiff's
13 claims, drafted the Complaint, reviewed and analyzed documents produced. Class Counsel have
14 also considered Defendant's ability to pay and financial condition, the uncertainty and risk of the
15 outcome of further litigation, and the difficulties and delays inherent in such litigation.
16 Representative Plaintiff is also aware of the burdens of proof necessary to establish liability for
17 the claims asserted in the Action, Defendant's defenses, and the difficulties in establishing
18 damages for Plaintiff. Based on the foregoing, this Agreement is fair, reasonable, and adequate.

19 6.3 It is the desire of the Parties to fully, finally, and forever settle, compromise, and
20 discharge any and all claims, rights, demands, charges, complaints, causes of action, obligations
21 or liability of any and every kind that were or could have been asserted in the Action and all
22 Released Claims, to the extent that such claims arise out of the alleged facts, circumstances, and
23 occurrences underlying the allegations as set forth in the claims filed in the Action.

24 **7 CLAIMS OF THE REPRESENTATIVE PLAINTIFF AND**
25 **BENEFITS OF SETTLEMENT**

26 7.1 The Representative Plaintiff contends that the claims asserted against Defendant
27 have merit. Nonetheless, after a thorough investigation of the facts and the law and Defendant's
28 ability to pay, the Representative Plaintiff and Class Counsel recognize and acknowledge the

1 expense and length of the proceedings necessary to prosecute the Action against Defendant
2 through trial and through appeals. The Representative Plaintiff and Class Counsel have also taken
3 into account the uncertain outcome and the risk of any litigation as well as the difficulties and
4 delays inherent in such litigation, including uncertainty over whether or not a class would be
5 certified. Moreover, the Representative Plaintiff and Class Counsel are also mindful of the
6 inherent problems of proof and possible defenses to the claims asserted by Defendant in the
7 Action.

8 7.2 The Representative Plaintiff and Class Counsel believe, and the Settling Parties
9 have agreed, that the settlement set forth in this Joint Stipulation confers substantial benefits upon
10 the Settlement Class and each of the Settlement Class Members. Based on their evaluation and
11 after extensive settlement discussions, Class Counsel has determined that the settlement set forth
12 in this Joint Stipulation is in the best interest of the Settlement Class and that the Settlement is fair
13 and reasonable to the Settlement Class Members.

14 **8 DEFENDANT'S DENIAL OF WRONGDOING AND LIABILITY**

15 8.1 Defendant denies the claims and contentions alleged by the Representative
16 Plaintiff in his pleadings. Defendant denies all charges of wrongdoing or liability against it arising
17 out of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the
18 complaint or Action. Defendant also denies, inter alia, that the Representative Plaintiff or the
19 Class Members were harmed by the conduct alleged in the Complaint. Defendant further denies
20 that the Litigation is properly maintainable as a class action. To date, the Court has not made any
21 findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise
22 acted improperly or in violation of any state or federal law, rule or regulation.

23 8.2 Defendant has nonetheless concluded that the continued litigation of the Action
24 could be protracted and expensive and that it is desirable that it be fully and finally settled in the
25 manner and upon the terms and conditions set forth in this Joint Stipulation in order to limit
26 further expense and inconvenience and to dispose of burdensome and potentially protracted
27 litigation. Defendant has also taken into account the uncertainty and risks inherent in any
28 litigation, especially in complex cases such as this one, and has, therefore, determined that it is

1 desirable and beneficial that the Action be settled in the manner and upon the terms and
2 conditions set forth in this Joint Stipulation.

3 **9 TERMS OF STIPULATION AND AGREEMENT OF**
4 **SETTLEMENT**

5 9.1 Under the terms of the proposed settlement, Defendant agrees to pay up to, but not
6 more than, the amount of Eight Five Thousand Dollars (\$85,000.00) (“Gross Settlement Fund”)
7 to settle the Action.

8 9.2 The parties agree that the following payments/costs will be taken from the Gross
9 Settlement Fund in calculating the “Net Settlement Fund”

10 9.2.1 Class Counsel intends to request, and Defendant agrees not to oppose, that
11 the Court approve an attorneys’ fees, not to exceed Twenty-Eight Thousand Three
12 Hundred Thirty-Three Dollars (\$28,333.00) or one-third of the Gross Settlement
13 Fund. Any amount of Plaintiffs’ Attorney’s Fees requested by Class Counsel but
14 unapproved by the Court shall be allocated to the Net Settlement Fund.

15 9.2.2 Class Counsel’s actual reasonable costs and expenses, not to exceed Six
16 Thousand Five Hundred Dollars (\$6,500) to be proved up by Class Counsel and
17 approved by the Court;

18 9.2.3 Representative Plaintiff will receive an amount up to Five Thousand Five
19 Dollars (\$5,000.00) for payment for his time and efforts in pursuing this litigation.
20 The enhancement payment will be paid in addition to Settlement Awards, which
21 Representative Plaintiff will be entitled to receive under the Settlement;

22 9.2.4 Administration Costs are expected to be \$7,500 but shall not exceed \$8,000;

23 9.2.5 A total of Ten Thousand Dollars (\$10,000) shall be allocated to civil
24 penalties under California Labor Code Section 2699 with Seventy-five percent
25 (75%) of said amount (\$7,500) being paid to the California Labor and Workforce
26 Development Agency (“LWDA”) for penalties under the Private Attorneys General
27 Act (“PAGA”), and twenty-five percent (25%) of said amount (\$2,500) distributed
28 to workers under the definition of Covered Positions as more fully explained in

1 paragraph 14

2 9.3 Except for the attorneys' fees and costs set forth in this Joint Stipulation and
3 approved by the Court, the Parties agree to bear their own attorneys' fees and costs related to this
4 Action.

5 9.4 In the event that the Opt-Out rate (defined below) is higher than ten percent
6 (10.0%), Defendant will have the option to withdraw from the Settlement Agreement within ten
7 (10) calendar days of receipt of notice of all valid Requests for Exclusion, but must pay all
8 Administration Costs incurred as of the date of withdrawal. A Participating Class Member must
9 cash his or his Settlement Award check within one hundred and eighty (180) calendar days after it
10 is mailed to him or her. Any Settlement checks distributing Individual Settlement Payments
11 returned to the Settlement Administrator as undeliverable shall be sent within five (5) calendar
12 days via First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address
13 is provided, the Settlement Administrator shall attempt to determine the correct address using a
14 single computer skip-trace search, and it shall then perform a re-mailing within five (5) calendar
15 days. If the check remains uncashed by the expiration of one hundred and eighty (180) calendar
16 days after its issuance, the check will be voided. The Settlement Administrator shall notify Class
17 Counsel and Defendant's Counsel of any undeliverable or uncashed checks.

18 9.5 The amount of any Settlement Award check from the Net Settlement Fund that
19 remains undeliverable or uncashed one-hundred-eighty (180) calendar days after the postmarked
20 date of their initial mailing will be subject to a second pro rata distribution to all Participating
21 Class Members who cashed their initial settlement checks. Any administrative cost necessary for
22 implementing a second distribution can be taken out from the Net Settlement Fund that remains
23 undeliverable or uncashed 180 calendar days after the postmarked date of their initial mailing.

24 9.6 The amount of any Settlement Award check from the Net Settlement Fund that
25 remains undeliverable or uncashed ninety (90) calendar days after the second distribution,
26 including any interest that has accrued thereon shall be held in trust, pursuant to Code of Civil
27 Procedure Section 384(b) for distribution to the Cy Pres recipient, Wage Claim Clinic of Legal
28 Aid at Work of San Francisco, California.

1 **10 NOTICE AND SETTLEMENT ADMINISTRATION**

2 10.1 The Settlement Administrator shall be responsible for (1) printing and mailing to
3 Class Members the Notice of Pendency of Class Action, Proposed Settlement and Hearing Date
4 for Court Approval (“Notice”) (Exhibit A); (2) notifying the Parties of the identity of Settlement
5 Class Members that opt-out or file objections in a timely fashion; (3) mailing Settlement Awards
6 checks to Participating Class Members; (5) filing any required reports with the Court; and (6) for
7 such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
8 perform. The notice and administration process shall be anonymous to the extent possible.
9 Specifically, the Settlement Administrator shall perform the following duties:

10 **11 MAILING OF NOTICE.**

11 11.1 Within fifteen (15) business days of receipt of the Defendant’s records, the
12 Settlement Administrator shall mail a copy of the Notice (Exhibits A) to all Class Members by
13 first class regular U.S. mail, using the most current mailing address information possessed by
14 Defendant (“Notice Packets”). The Settlement Administrator will engage in address searches
15 consistent with its normal practices in settlements of wage claims, including skip tracing. Any
16 returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement
17 Administrator to forward the Notice Packets to the Class Members.

18 11.2 Re-Mailing of Returned Notices. Notice Packets returned to the Settlement
19 Administrator as undelivered before the Notice Completion Date shall be resent to the forwarding
20 address, if any, on the returned envelope, within no later than three (3) calendar days. A returned
21 Notice Packet will be forwarded only once per Class Member by the Settlement Administrator.
22 Upon completion of these steps by the Settlement Administrator, Defendant shall be deemed to
23 have satisfied their obligation to provide the Notice Packet to the affected member of the Class.
24 The affected member of the Class shall remain a member of the Class and shall be bound by all
25 the terms of this Joint Stipulation and the Court’s Order and Final Judgment unless he or she
26 submits a timely and valid Request for Exclusion. Class Member’s whose Notice Packets are re-
27 mailed after their original Notice Packet is returned as undelivered shall have the later of the
28 Notice Completion Date or fourteen (14) calendar days from the date on which the Notice Packet

1 is re-mailed, to submit an objection.

2 **12 REQUESTS FOR EXCLUSION (“OPT-OUT”) FROM**
3 **SETTLEMENT.**

4 12.1 Class Members shall be given the opportunity to be excluded (“opt-out”) of the
5 Settlement. Class Members may opt-out of the Settlement by mailing, or e-mailing, a written
6 Request for Exclusion to the Settlement Administrator by first class U.S. mail, or equivalent,
7 postage paid and postmarked, no later than the Notice Completion Date. To be valid, the written
8 Request for Exclusion must include the Class Member’s name, address, a Request for Exclusion,
9 and the Class Member’s signature. The date of the postmark on the return-mailing envelope, or
10 e-mail date on an e-mail, shall be the exclusive means used to determine whether a written opt-
11 out has been timely submitted. Settlement Class Members who timely and validly Opt-Out of the
12 Settlement may not file objections. The Settlement Administrator shall provide notice to the
13 Parties of all valid Requests for Exclusion no later than within ten calendar days of the Notice
14 Completion Date. Unless a Class Member submits a timely Request for Exclusion, he or she will
15 be considered a Participating Class Member. Plaintiff expressly agrees not to Opt-Out of the
16 Settlement. Any Class Member who opts out of the Settlement shall not receive any Settlement
17 Award and shall not be bound by the release provisions in this Settlement Agreement.

18 **13 OBJECTIONS TO SETTLEMENT**

19 13.1 Class Members may object to the settlement by written objection, either by mail
20 by email, or orally in person at the Fairness Hearing:

21 13.2 Written Objections: Class Members may object to the Settlement by mail or by or
22 by email submitted to the Settlement Administrator. All written objections must be sent to the
23 Settlement Administrator and postmarked no later than 45 calendar days after the first postmark
24 date of mailing the Notice of Class Action Settlement. An objection shall be deemed to be
25 submitted as of the postmarked date or the date indicated by the email. The written objection
26 must contain: (1) the name and case number of this lawsuit as “Thomas Corcoran v. Herringbone
27 Tavern, Inc., Superior Court of California County of San Francisco, Case No. CGC-18-570576”;
28 (2) the full name, last four digits of their Social Security Number, and current address of the Class

1 Member making the objection; (3) the specific reason(s) for the objection; and (4) if applicable,
2 any and all evidence and supporting papers (including, without limitation, all briefs, written
3 evidence, and declarations) for the Court to consider.

4 13.3 Oral Objections at the Fairness Hearing. Class Members may also object to the
5 Settlement orally by appearing in person at the Fairness Hearing. Class Members may so object
6 either on their own or through an attorney hired at their own expense. Class Members who intend
7 to appear and be heard at the Fairness Hearing shall be required to state their full name, specific
8 reason(s) for the objection; and if applicable, present any and all evidence in connection with
9 their objections.

10 13.4 Class Members who fail to submit either written objections by mail or make oral
11 objections at the Fairness Hearing in the manner specified in the Notice of Class Action
12 Settlement shall be deemed to have waived any objections and shall be foreclosed from making
13 any objection, whether by appeal or otherwise, to this Agreement.

14 13.5 In light of COVID-19 Pandemic, in the event, the Court suspends all in-person, in-
15 court proceedings due to federal, state, or local shelter-in-place orders, Class Members will be
16 able to make their appearances to object to the Settlement telephonically using the phone number
17 set forth in the Notice of Class Action Settlement at no cost to Class Members.

18 13.6 Absent good cause found by the court, Class Members who fail to make objections
19 in the manner specified in the Class Settlement Notice shall be deemed to have waived any
20 objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to
21 this Agreement.

22 **14 PAYMENT AND CALCULATIONS OF INDIVIDUAL**
23 **SETTLEMENT PAYMENTS**

24 14.1 Each Class Member will be eligible to receive a proportionate share of the Net
25 Settlement Fund based on the total pay periods he/she worked during the Class Period divided by
26 aggregate number of pay periods worked by all Class Members, during the Class Period, The
27 resulting percentage will be multiplied by the Net Settlement Amount for each Class Member.

28 14.2 All Covered Positions, as defined by paragraph 1.9, (regardless of opting out) will

1 be eligible to receive a proportionate share of the PAGA penalties (*viz* \$2,500) based on the total
2 of pay periods each Covered Position worked during the Class Period divided by aggregate
3 number of pay periods worked by all Covered Positions. The resulting percentage multiplied by
4 \$2,500 will be the individual PAGA penalties for each Covered Position.

5 14.3 Initial Determination of Settlement Awards. Unless a Participating Class Member
6 disputes the amounts contained on the Class Notice and presents documentation to the Settlement
7 Administrator showing that Defendant's records are incorrect no later than seven (7) calendar
8 days following the Notice Completion Date, then the amounts indicated on the Class Notice will
9 be used to determine the Participating Class Member's Settlement Award. Class Member
10 disputes may be submitted to the Claims Administrator via mail, hand delivery, or facsimile. The
11 date of submission shall be the date of hand delivery, the postmark date (if mailed), or the date of
12 facsimile transmission. In the event that a Class Member disputes the amount or validity of a
13 Settlement Award, and the Parties cannot resolve the dispute within twenty-one (21) calendar
14 days of the Notice Completion Date, the Settlement Administrator will determine, not later than
15 twenty-three (23) calendar days following the Notice Completion Date, the amount of the
16 Settlement Award or the validity of a Class Notice and the calculation of the Gross Wages Earned
17 and/or Individual Settlement Payment contained therein. The parties will file with the court all
18 disputes submitted by class members as well as the evidence submitted and the resolution of those
19 disputes. The Court shall have the right to review any decision made by the Settlement
20 Administrator regarding a claim dispute.

21 14.4 Declaration of Due Diligence. No later than twenty-one (21) calendar days before
22 the Settlement Hearing, the Settlement Administrator shall provide both Parties with a declaration
23 of due diligence to be filed with the Court.

24 14.5 Allocating Portions of the Settlement Awards as Wages and Other Damages and
25 Interest. Each Settlement Award shall be allocated as one-third (33.3%) wages and two-thirds
26 (66.7%) interest and penalties which represents the Parties' good faith allocation based on the
27 claims asserted and potential damages related to wages and interest and penalties. The
28 employer's share of payroll taxes and contributions on those portions of the Settlement Awards

1 designated herein as wages shall be paid by Defendant separately and in addition to the Gross
2 Settlement Fund.

3 14.6 Taxation of Settlement Awards. The Settlement Administrator shall be
4 responsible for calculating and distributing all payments to any person or entity from the
5 Settlement Fund and appropriate payroll tax amounts and withholdings of the Settlement Award
6 and for communicating the information regarding the status of distribution of the payments to the
7 Parties' counsel. The portion of each Settlement Award allocated as wages shall be subject to
8 the employee's share of payroll taxes and withholding. Appropriate withholding of the
9 employee's share of federal, state and local taxes, including each Participating Class Member's
10 share of FICA taxes, with respect to the portion of the Settlement Award that constitutes wages,
11 shall be deducted from each Settlement Award. The employer's share of all applicable payroll
12 taxes, including, but not limited to, Medicare and Social Security contributions with respect to the
13 portion of the Settlement Award that constitutes wages shall be paid by Defendant and sent by
14 Settlement Administrator to forward to applicable authorities. The Settlement Administrator shall
15 issue an IRS Form W-2 to each Participating Class Member for the portion of the Settlement
16 Award that is designated as wages. The Settlement Administrator shall issue an IRS Form 1099
17 to each Participating Class Member for the portion of the Settlement Award that is designated as
18 interest and other damages. The Settlement Administrator shall issue an IRS Form 1099 to Class
19 Representative for the enhancement fee paid to Plaintiff for his role as Class Representative. All
20 Participating Class Members and the Class Representatives will be responsible for correctly
21 characterizing this compensation for tax purposes and for paying any taxes on the amounts
22 received.

23 14.7 Qualified Settlement Fund. The Settlement Administrator shall be authorized to
24 establish a Qualified Settlement Fund pursuant to IRS rules and regulations in which the
25 Settlement Fund shall be placed and from which settlement, tax, and all other required payments
26 shall be made. The Parties agree, subject to Court approval, that all payments will be allocated as
27 recommended by the Claims Administrator in conformance with applicable tax laws with IRS
28 Forms issued accordingly, as required by law. The Claims Administrator will calculate the gross

1 and net amounts to be paid to the Settlement Class Members in accordance with the terms and
2 provisions of this Settlement and applicable tax law. The Parties understand and agree that: (1)
3 the Settlement Fund will qualify and be characterized as a Qualified Settlement Fund under the
4 provisions of Treasury Regulation Sections 1.468B-1 and 1.468B-5 with the purpose of resolving
5 and/or satisfying the claims raised in this Settlement, (2) the Qualified Settlement Fund will be
6 taxed as a separate entity for purposes of all federal, state, and local taxes, (3) the parties shall
7 treat the Qualified Settlement Fund on a basis consistent therewith for all tax purposes (and, for
8 the avoidance of doubt, this Agreement shall be interpreted consistently therewith), (4) the
9 Qualified Settlement Fund will be characterized as the employer of all Participating Class
10 Members for purposes of determining all tax obligations (including withholding obligations)
11 and/or benefits obligations, if any, associated with any and all payments under this Settlement,
12 and (5) the Qualified Settlement Fund will bear full and sole responsibility (including the
13 preparation and submission of necessary tax forms) for all withholding taxes and benefits (if any)
14 associated with the Qualified Settlement Fund and Settlement Funds under this Settlement, in
15 addition to any income taxes with respect to the earnings within the Qualified Settlement Fund
16 and tax requirements relating to payments from the Qualified Settlement Fund. All taxes and
17 benefits (if any) (including any interest and penalties) arising with respect to income earned by
18 the Qualified Settlement Fund shall be paid from the Qualified Settlement Fund. All expenses
19 and costs incurred in connection with the operation and implementation of this paragraph
20 (including without limitation, expenses of attorneys and/or accountants and mailing and
21 distribution of expenses related to filing (or failing to file) any necessary tax returns or making (or
22 failing to make) any necessary benefits payments) shall be paid from the Qualified Settlement
23 Fund.

24 14.8 Payroll Taxes. Consistent with the provisions of this paragraph the Claims
25 Administrator shall calculate applicable payroll taxes and withholdings and the employer's
26 payroll taxes, upon entry of the Final Approval Order and Judgment. The Claims Administrator
27 shall notify the Defendant within seven (7) calendar days of the Final Approval Order of the
28 payroll taxes owed. The Claims Administrator shall be solely responsible for: (1) the timely

1 payment of any taxes (including but not limited to payroll taxes) and withholdings with the
2 appropriate taxing authorities; and (2) completion of any other steps or actions necessary for
3 compliance with any obligations of the Qualified Settlement Fund under this Agreement and/or
4 federal, state and/or local law. Any elections (or other tax filings) necessary to effectuate the use
5 and administration of the Qualified Settlement Fund (as set forth in this paragraph) shall be made
6 in compliance with the procedure and requirements contained in the applicable Treasury
7 Regulations and tax law. It shall be the responsibility of the Claims Administrator to timely and
8 properly prepare and deliver all necessary documentation for signature as may be required, and
9 thereafter to cause the appropriate timely filing of such documentation to occur. If for any period
10 of time, the Qualified Settlement Fund is not treated as a "qualified settlement fund" within the
11 meaning of Treasury Regulation Sections 1.468B-1 and 1.468B-5, the Claims Administrator shall
12 promptly notify counsel for the Parties of that fact and shall take all actions necessary to remedy
13 such failure.

14 14.9 Settlement payments made to Participating Class Members under this Agreement
15 shall be deemed to be paid in the year in which payment is actually received by the recipient.

16 14.10 Mailing of Settlement Awards. Within fifteen (15) calendar days from the
17 Funding, the Settlement Administrator shall mail all Participating Class Members their Settlement
18 Awards. Each check issued to a Participating Class Member shall remain valid and negotiable for
19 one hundred eighty (180) days from the date of issuance ("Check Cashing Deadline").

20 14.11 Declaration Certifying Completion. Ten (10) days after completion of
21 administration of all distributions from the Settlement Fund, the Settlement Administrator shall
22 file written certification of such completion with the Court with copies to counsel for all Parties
23 that all Participating Class Members have been mailed their Settlement Awards and include a
24 final accounting of the payments to be made to each Settlement Class Member and other
25 payments made from the Settlement Fund.

26 14.12 Disputes Regarding the Settlement Administrator's Performance of Duties. All
27 disputes relating to the Settlement Administrator's performance of its duties shall be referred to
28 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of

1 this Joint Stipulation until all payments and obligations contemplated by this Joint Stipulation
2 have been fully carried out.

3 **15 COOPERATION.**

4 15.1 The Settling Parties agree to do all things necessary and appropriate to obtain final
5 approval of this Joint Stipulation and entry of the Judgment.

6 **16 FUNDING**

7 16.1 Funding of Initial Settlement Administration Costs. Within 10 calendar days
8 following the Court's Preliminary Approval Order, Defendant shall deposit with the Settlement
9 Administrator the total anticipated costs \$7,500.00 to cover costs of notice and administration.
10 Such a deposit shall count against the Gross Settlement Amount and shall be deposited by the
11 Settlement Administrator into an interest-bearing escrow account. If Defendant withdraws from
12 the Settlement pursuant to this Agreement, Defendant shall be responsible for payment of the
13 Settlement Administration Costs incurred to the date of withdrawal.

14 16.2 Within ten (10) business days of the Effective Date, Defendant will fund the
15 payments required under the terms of this Joint Stipulation (the "Funding").

16 16.3 Payment of Class Counsel's Attorneys' Fees and Costs. The Settlement
17 Administrator shall pay the Class Counsel's attorneys' fees and costs within ten (10) calendar
18 days after Funding.

19 **17 CONDITIONAL CERTIFICATION OF THE CLASS.**

20 17.1 Defendant hereby consents, solely for purposes of the settlement set forth in this
21 Joint Stipulation, to the conditional certification of the Settlement, to the conditional appointment
22 of Class Counsel, and to the conditional approval of the Representative Plaintiff; provided,
23 however, that if the Settlement fails to be approved or otherwise fails to be consummated,
24 including but not limited to the Judgment not becoming Final, then Defendant retains all rights
25 previously available to it. In addition, in the event that the Settlement fails to be approved or
26 otherwise fails to be consummated, including but not limited to the Judgment not becoming, all
27 parties specifically reserve all rights as more specifically set forth below.

28 **18 PRELIMINARY APPROVAL ORDER AND SETTLEMENT**

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HEARING.

18.1 Promptly after execution of this Joint Stipulation, the Settling Parties shall submit this Joint Stipulation to the Court and shall jointly apply for entry of the Preliminary Approval Order preliminarily approving this Joint Stipulation and providing for mailing of the Notice Packet, and shall seek the scheduling of the Settlement Hearing.

19 RELEASE OF CLAIMS

19.1 Upon the Effective Date, the **Representative Plaintiff** (individually, and as class representatives) **and each of the Settlement Class Members, who does not opt out**, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Persons.

19.2 Upon the Effective Date, the **Representative Plaintiff** (individually, and as class representatives) **and each of the Settlement Class Members, regardless whether they opt out**, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all claims against the Released Persons for civil penalties under California Labor Code Section 2698, *et seq.*, Private Attorney General Act (“PAGA”) for all claims alleged in Plaintiff’s First Amended Complaint and Plaintiff’s PAGA Notice.

19.3 Representative Plaintiff stipulates and agrees that, upon the Effective Date, Representative Plaintiff shall be deemed to have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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

19.4 Plaintiff understands the statutory language of Section 1542 of the California Civil Code but nonetheless elect to and hereby do release the Released Parties from all claims Plaintiff may have against any of them, whether known or unknown and specifically waive any rights that Plaintiff may have under said Civil Code Section. Plaintiff realizes and acknowledges that

1 Plaintiff may have sustained losses that are presently unknown and unsuspected and that such
2 losses may give rise to additional losses and expenses in the future that are not now anticipated.
3 Nevertheless, Plaintiff, being fully aware of the situation, does nevertheless intend to release,
4 acquit, and forever discharge any and all claims as described above. Accordingly, if the facts
5 relating in any manner to this Settlement are found hereafter to be other than or different from the
6 facts now believed to be true, the release of claims contained herein shall be effective as to all
7 unknown claims.

8 19.5 Representative Plaintiff agrees to sign this Settlement Agreement and by signing
9 this Settlement is bound by the terms herein stated and further agrees not to request to be
10 excluded and agrees not to object to any of the terms of this Settlement. Any request by Plaintiff
11 to be excluded and/or objection by Plaintiff shall be void and of no force or effect.

12 **20 CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**
13 **CANCELLATION OR TERMINATION.**

14 20.1 The Effective Date of this Joint Stipulation shall be conditioned on the occurrence
15 of all of the following events:

16 20.1.1 the Court has entered the Preliminary Approval Order;

17 20.1.2 the Court has entered the Judgment; and the Judgment has become Final.

18 20.2 If the conditions specified in paragraph 19.1 are not met, then this Joint Stipulation
19 shall be canceled and terminated unless Class Counsel and counsel for Defendant mutually agree
20 in writing to proceed with this Joint Stipulation.

21 20.3 In the event that this Joint Stipulation is not approved by the Court or the
22 Settlement set forth in this Joint Stipulation is terminated or fails to become effective in
23 accordance with its terms, the Settling Parties shall be restored to their respective positions in the
24 Action. In such event, the terms and provisions of this Joint Stipulation and any documents
25 relating to it, with the exception of Joint Stipulation paragraphs 21.3 and 21.4, shall have no
26 further force or effect with respect to the Settling Parties and shall not be used in the Action, or in
27 any other proceeding for any purpose and any Judgment or order entered by the Court in
28 accordance with the terms of this Joint Stipulation shall be treated as vacated, *nunc pro tunc*.

1 **21 MISCELLANEOUS PROVISIONS.**

2 21.1 The Settling Parties (a) acknowledge that it is their intent to consummate this
3 settlement; (b) agree to cooperate to the extent necessary to effectuate and implement all terms
4 and conditions of the Joint Stipulation, and (c) agree to exercise their best efforts to accomplish
5 the foregoing terms and conditions of the Joint Stipulation.

6 21.2 The Settling Parties intend this Settlement to be a final and complete resolution of
7 all disputes between them with respect to the Action. The Settlement compromises claims that are
8 contested and shall not be deemed an admission by any Settling Party as to the merits of any
9 claim or defense.

10 21.3 Neither this Joint Stipulation nor any act performed or document executed
11 pursuant to or in furtherance of this Joint Stipulation or the settlement: (i) is or may be deemed to
12 be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of
13 any wrongdoing or liability of Defendant, or of the propriety of litigating or maintaining the
14 Action as a class action; or (ii) is or may be deemed to be or may be used as an admission of, or
15 evidence of, any fault or omission of Defendant in any civil, criminal or administrative
16 proceeding in any court, administrative agency or other tribunal, other than in such proceedings
17 as may be necessary to consummate or to enforce this Joint Stipulation or the Judgment, except
18 that Defendant may file this Joint Stipulation or the Judgment in any action that may be brought
19 against it in order to support a defense or counter claim based on principles of res judicata,
20 collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory
21 of claim preclusion or similar defense or counterclaim. Defendant denies and continues to deny
22 the claims alleged in the Action.

23 21.4 This Joint Stipulation may be amended or modified only by a written instrument
24 signed by counsel for each of the Settling Parties.

25 21.5 The Parties agree to stay all proceedings in the Class Action, except such
26 proceedings necessary to implement and complete the Settlement, pending the Final Settlement
27 Hearing to be conducted by the Court.

28 21.6 Class Counsel shall not publicize this settlement in any way, nor shall they be

1 permitted to contact or respond to any requests from the press (including print, television, radio,
2 internet, or any other media) regarding this settlement, except to refer them to the Court's file for
3 further information. Except for the agreed-upon motions and notices and as otherwise stated in
4 this Stipulation, the Parties shall not at any time make any announcement of the settlement of this
5 case or otherwise publicize such settlement. Class Counsel will keep strictly confidential all
6 terms of the settlement in this action and will not disclose any information pertaining to the terms
7 or conditions of this Agreement or any other information concerning this settlement to any person
8 or entity of any kind whatsoever unless specifically authorized to do so in the notice or compelled
9 to do so by a state or federal court having jurisdiction to so order. Class Counsel will be
10 permitted to respond to questions from Class Members concerning the Settlement and this
11 agreement. Class Representative shall not respond to any inquiries directed to them by Class
12 Plaintiffs or any other person or entity; rather, Class Representative must refer all such inquiries
13 to Class Counsel.

14 21.7 This Joint Stipulation constitutes the entire agreement among the Settling Parties
15 hereto and no representations, warranties or inducements have been made to any party concerning
16 this Joint Stipulation other than the representations and warranties and covenants contained and
17 memorialized in such documents.

18 21.8 Subject to Court approval, Class Counsel, on behalf of the Settlement Class, shall
19 be expressly authorized to take all appropriate actions required or permitted to be taken by the
20 Settlement Class pursuant to this Joint Stipulation to effectuate its terms and also is expressly
21 authorized to enter into any modification or amendments to this Joint Stipulation on behalf of the
22 Settlement Class which they deem appropriate.

23 21.9 Each of the Settling Parties and their counsel executing this Joint Stipulation on
24 behalf of any party hereto hereby warrants that such person has the full authority to do so.

25 21.10 This Joint Stipulation may be executed in one or more counterparts. All executed
26 counterparts shall be deemed to be one and the same instrument. Counsel for the Settling Parties
27 executing this Joint Stipulation shall exchange among themselves original signed counterparts
28 and a complete set of executed counterparts shall be filed with the Court. Signatures can be

1 obtained and exchanged by facsimile or electronic mail.

2 21.11 This Joint Stipulation shall be binding upon, and inure to the benefit of, the
3 successors and assigns of the parties hereto.

4 21.12 The Court shall retain jurisdiction with respect to implementation and enforcement
5 of the terms of this Joint Stipulation, and all parties hereto submit to the jurisdiction of the Court
6 for purposes of implementing and enforcing the settlement embodied in this Joint Stipulation.

7 21.13 This Joint Stipulation hereto shall be considered to have been negotiated, executed,
8 and delivered, and to be wholly performed, in the State of California, and the rights and
9 obligations of the parties to this Joint Stipulation shall be construed and enforced in accordance
10 with, and governed by, the internal substantive laws of the State of California without giving
11 effect to that State's choice of law principles.

12 21.14 Subject to the Court's approval, the Parties will adhere to the following schedule:

Event	Timing
13 Defendant deposits the full amount of the 14 Settlement Administrator's anticipated total 15 costs (up to \$7,500.00) with the Settlement 16 Administrator. 17	Within 10 calendar days after the Court enters Preliminary Approval Order.
18 Defendant will provide a mailing list of the 19 last known addresses, social security numbers 20 or taxpayer IDs, and the number of pay 21 periods worked for each Class Member in a 22 Covered Position during the Settlement 23 Period to the Settlement Administrator.	Within 15 business days of the Preliminary Approval Order.
24 Settlement Administrator mails Class 25 Settlement Notice to Class Members. 26	Within fifteen (15) business days of receipt of the Defendant's records
27 Opt-Out deadline. 28	60 calendar days after mailing of Class Settlement Notice by Settlement

1		Administrator
2	Objection Deadline.	45 calendar days after mailing of Class
3		Settlement Notice by Settlement
4		Administrator
5	Settlement Administrator notifies Class and	10 calendar days after Notice Completion
6	Defense Counsel of the number of timely opt-	Date
7	outs and objections.	
8		
9	Defendant's deadline to elect to withdraw.	10 calendar days of receipt of notice of all
10		valid Requests for Exclusion
11	Settlement Administrator provides declaration	No later than 21 calendar days before
12	of due diligence and proof of mailing of Class	Settlement Hearing.
13	Settlement Notice.	
14		
15	Settlement Hearing	TBD
16		
17	Defendant's Funding	Within 10 business days of the Effective
18		Date. ("The Funding Date")
19	Settlement Administrator pays Class Counsel	Within 10 calendar days of the Funding Date.
20	approved cost award and the approved	
21	attorneys' fees.	
22	Settlement Administrator makes initial	Within 15 calendar days of the Funding Date.
23	payments to Settlement Class Members.	
24		
25	Checks paid to Settlement Class Members as	
26	part of the initial distribution are valid for 180	
27	days.	
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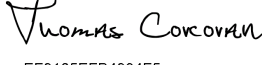
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<p>Any uncashed checks from the initial distribution are pooled and a second pro rata distribution is made to all Settlement Class Members who cashed their initial payment checks.</p> <p>Checks paid to Settlement Class Members as part of the second distribution are valid for 90 days.</p>	<p>Any uncashed checks from the second distribution are pooled and shall be directed to the Wage Claim Clinic of Legal Aid at Work of San Francisco, California as the Cy Pres recipient.</p>
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IN WITNESS WHEREOF, the parties hereto execute this Joint Stipulation and have caused this Joint Stipulation to be executed by their duly authorized representatives. This Joint Stipulation may be executed in counterparts.

SO AGREED AND STIPULATED:

Dated: 5/10/2021 _____

DocuSigned by:


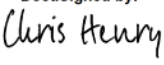
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THOMAS CORCORAN on behalf of himself, as Plaintiff, and the Class

April 9, 2021 | 4:41 PM PDT

Dated: _____

Defendant HERRINGBONE TAVERN, INC,

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Its: _____

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APPROVAL AS TO FORM

Dated: _____

KLEIN LAW GROUP, LLP

By: William P. Klein
Attorneys for Plaintiff and all Class Members

Dated: _____

**GORDON REES SCULLY
MANSUKHANI, LLP**

By: Marie Trimble Holvick
Attorneys for Defendant
HERRINGBONE TAVERN, INC.