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 20 BLOOMIN’ BRANDS, INC.; OSI RESTAURANT  
 21 PARTNERS, LLC; OS RESTAURANT SERVICES,  
 22 LLC

23 UNITED STATES DISTRICT COURT  
 24 NORTHERN DISTRICT OF CALIFORNIA

25 HOLLY GEHL, CHRIS ARMENTA, TRENT  
 26 BROADSTREET, BRITNI ZACHER,  
 27 ALEX BURROUGHS, SARA EWART,  
 28 JAMIE METTER, RAMON PEREZ,  
 29 SHANNON SPALDING, and RYAN TYSON  
 30 Individually and On Behalf of All Others  
 31 Similarly Situated,

32 Plaintiffs,

33 v.

34 BLOOMIN’ BRANDS, INC.; OSI  
 35 RESTAURANT PARTNERS, LLC; OS  
 36 RESTAURANT SERVICES, LLC; T-BIRD  
 37 RESTAURANT GROUP, INC.; T-BIRD  
 38 NEVADA, LLC; and DOES 1 through 100,  
 39 Inclusive,

40 Defendants.

CASE NO. 4:13-cv-05961-KAW

**JOINT STIPULATION AND ~~PROPOSED~~  
 ORDER VOLUNTARILY DISMISSING  
 PLAINTIFFS GEHL, ARMENTA,  
 BROADSTREET, ZACHER, BURROUGHS,  
 EWART, METTER, PEREZ AND TYSON’S  
 CLAIMS AGAINST DEFENDANTS  
 BLOOMIN’ BRANDS, INC.; OSI  
 RESTAURANT PARTNERS, LLC; AND OS  
 RESTAURANT SERVICES, LLC WITH  
 PREJUDICE**

Judge: The Honorable Kandis A. Westmore

1 TO THE COURT AND THE CLERK OF COURT, PLEASE TAKE NOTICE THAT  
2 plaintiffs Holly Gehl, Chris Armenta, Trent Broadstreet, Brittini Zacher, Alex Burroughs, Sara Ewart,  
3 Jamie Metter, Ramon Perez and Ryan Tyson (“Plaintiffs”)<sup>1</sup> and Bloomin’ Brands, Inc.; OSI  
4 Restaurant Partners, LLC; and OS Restaurant Services, LLC (the “Bloomin’ Defendants”) hereby  
5 stipulate that, in exchange for a release by the Bloomin’ Defendants to any claims for costs, expenses  
6 and attorneys’ fees in connection with this action, each Plaintiff through this stipulation and  
7 agreement hereby agrees:

- 8 (1) to dismiss each and every one of such Plaintiff’s claims against the Bloomin’  
9 Defendants in the above-captioned lawsuit in their entirety with prejudice pursuant to  
10 Federal Rule of Civil Procedure 41(a)(1)(A)(ii),<sup>2</sup> pursuant to which Plaintiffs agree  
11 and understand that they are forever waiving, releasing and discharging any claims  
12 that were brought or could have been brought in this action and will not reassert such  
13 claims;
- 14 (2) to not bring any claims against the Bloomin’ Defendants, or any of their subsidiaries  
15 or parent companies, that were brought or could have been brought relating to  
16 minimum wage, unpaid overtime, or off-the-clock gap time claims in this or any other  
17 jurisdiction, including in the action currently pending in the United States District  
18 Court, District of Nevada, case number 2:13-cv-01820-JAD-(NJK), entitled *Cardoza,*  
19 *et al. v. Bloomin’ Brands, Inc., et al.*, pursuant to which Plaintiffs agree and  
20 understand that they are forever waiving, releasing and discharging any claims that

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21  
22 <sup>1</sup> Each of the Plaintiffs other than Shannon Spaulding have agreed to this Stipulation and  
23 [Proposed] Order. Ms. Spaulding has ceased to communicate with her counsel. Plaintiffs’  
24 counsel intends to file a motion to withdraw as her counsel and withdraw Ms. Spaulding as a  
named Plaintiff in this action. Defendants have agreed not to oppose that motion.

25 <sup>2</sup> In the instant case where no class is certified, voluntary dismissal by joint stipulation of the  
26 parties is proper. Fed. R. Civ. P. 41(a)(1)(A). No court approval is required: “Rule 23(e)(1)(A)  
27 resolves the ambiguity in former Rule 23(e)’s reference to dismissal or compromise of ‘a class  
28 action.’ That language could be—and at times was—read to require court approval of settlements  
with putative class representatives that resolved only individual claims. *See* Manual for Complex  
Litigation Third, § 30.41. The new rule requires approval only if the claims, issues, or defenses  
of a *certified class* are resolved by a settlement, voluntary dismissal, or compromise.” Fed. R.  
Civ. P. 23(e)(1)(A) advisory committee’s note (emphasis added).

1 were brought or could have been brought in that action;

2 (3) that he or she will not apply for employment with or accept employment in any  
3 capacity at any restaurant location owned or operated by the Bloomin' Defendants (or  
4 any subsidiary thereof);

5 (4) that each Plaintiff knowingly and voluntarily releases the Bloomin' Defendants from  
6 any and all claims, demands, causes of action, complaints or charges, known or  
7 unknown, of any kind or character, in tort, in contract, or under any law or statute  
8 whatsoever, which each Plaintiff has or might have, and that each Plaintiff waives the  
9 provisions of Section 1542 of the California Civil Code (or any analogous state or  
10 federal statute), which reads as follows:

11 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR  
12 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME  
13 OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE  
14 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR; and

15 (5) the Bloomin' Defendants agree not to assert any claims against Plaintiffs related to or  
16 arising from Plaintiffs' prosecution of this action.

17 In consideration for the foregoing, Plaintiffs and the Bloomin' Defendants agree that they will each  
18 bear their own respective costs, expenses and attorneys' fees in connection with this action.

19  
20 Dated: September 22, 2014

21 GIBSON, DUNN & CRUTCHER LLP

22  
23 By:  /s/ Jesse A. Cripps

24 Jesse A. Cripps  
25 Attorneys for Defendants Bloomin' Brands, Inc.; OSI  
26 Restaurant Partners, LLC; OS Restaurant Services, LLC  
27  
28

1 Dated: September 22, 2014

2 WOLF, RIFKIN, SHAPIRO, SCHULMAN &  
3 RABKIN, LLP

4 By:  /s/ Eric Levinrad  
5 Eric Levinrad  
6 Attorneys for Plaintiffs

7 Dated: September 22, 2014

8 LATHROP & GAGE LLP

9 By:  /s/ Beth Schroeder  
10 Beth Schroeder  
11 Attorneys for Defendants T-Bird Restaurant Group, Inc.  
12 and T-Bird Nevada, LLC

13 ~~PROPOSED~~ ORDER

14 IT IS SO ORDERED.

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16 Dated:  9/23/14

17  Kandis Westmore  
18 KANDIS A. WESTMORE  
19 United States Magistrate Judge  
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1                   **DECLARATION OF FILER PURSUANT TO CIVIL LOCAL RULE 5-1(i)**

2                   I attest that concurrence in the filing of this stipulation has been obtained from each of the  
3 other Signatories to this filing, as that term is defined in Civil Local Rule 5-1(i).

4  
5 Dated: September 22, 2014

6  
7                   GIBSON, DUNN & CRUTCHER LLP

8  
9                   By: /s/ Jesse A. Cripps  
10   Jesse A. Cripps  
11   Attorneys for Bloomin’ Brands, Inc.; OSI  
12   Restaurant Partners, LLC; OS Restaurant Services,  
13   LLC  
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