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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF KERN – METROPOLITAN DIVISION**

12 MARIA G. ESQUIVEL, individually, and on  
13 behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 MRSS HOSPITALITY, INC., a California  
17 Corporation; KULWANT MANN, an  
individual; JAGMIT MANN, an individual;  
18 RAMNINDERJIT SEKHON, an individual; and  
DOES 1 to 100, inclusive,

19 Defendants.

Case No.: BCV-21-100131

*[Assigned for all purposes to Honorable David  
R. Lampe; Department 11]*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and  
2 between Plaintiff MARIA G. ESQUIVEL (“Plaintiff”) and Defendants MRSS HOSPITALITY,  
3 INC. (“MRSS”), KULWANT MANN (“KULWANT”), JAGMIT MANN (“JAGMIT”), and  
4 RAMNINDERJIT SEKHON (“SEKHON”) (collectively “Defendants”). The Agreement refers to  
5 Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINED TERMS**

7 As used herein, the following terms are defined as:

8 **A. “Action”**

9 The Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned  
10 *Maria G. Esquivel v. MRSS Hospitality, Inc., et al.*, Kern County Superior Court Case No. BCV-  
11 21-100131.

12 **B. “Administrator”**

13 Phoenix Administration, the neutral entity the Parties have agreed to appoint to administer  
14 the Settlement.

15 **C. “Administration Expenses Payment”**

16 The amount the Administrator will be paid from the Gross Settlement Amount to reimburse  
17 its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid  
18 submitted to the Court in connection with Preliminary Approval of the Settlement. The  
19 Administration Expenses Payment is in an amount not to exceed \$20,000.00.

20 **D. “Aggrieved Employee”**

21 All individuals, who were employed by Defendants as non-exempt, hourly employees at  
22 any time during the PAGA Period. Aggrieved Employees will receive their share of the employee  
23 portion of the PAGA Penalties and will be deemed to have released any claims arising out of  
24 PAGA, regardless of whether they opt-out from the release of their class claims.

25 **E. “Class”**

26 All persons who are or were employed by MRSS Hospitality, Inc. as non-exempt, hourly-  
27 paid employees in California from January 20, 2017 to January 9, 2020.

28 **F. “Class Counsel”**

1 Daniel Srourian, Esq. of Srourian Law Firm, P.C. and Sarkis Sirmabekian  
2 Law Firm, PC.

3 **G. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses**  
4 **Payment”**

5 The amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees in  
6 the amount of up to one-third of the Gross Settlement Amount (\$44,893.33) and expenses,  
7 respectively, incurred to prosecute the Action in the amount not to exceed \$12,000.00.

8 **H. “Class Data”**

9 Each Class Member identifying information in Defendants’ possession including the Class  
10 Member’s name, last-known mailing address, Social Security number, and number of Class Period  
11 Workweeks and PAGA Pay Periods.

12 **I. “Class Member” or “Settlement Class Member”**

13 A member of the Class, as either a Participating Class Member or Non-Participating Class  
14 Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

15 **J. “Class Member Address Search”**

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

20 **K. “Class Notice”**

21 The COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND  
22 HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English  
23 and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by  
24 reference into this Agreement.

25 **L. “Class Period”**

26 The period from January 20, 2017 to January 9, 2020.

27 **M. “Class Representative”**

28 The named Plaintiff in the operative complaint in the Action seeking Court approval to

1 serve as a Class Representative. Maria G. Esquivel is the named Plaintiff in the Action.

2 **N. “Class Representative Service Payment”**

3 The payment to the Class Representative for initiating the Action and providing services in  
4 support of the action in the amount not to exceed \$2,500.00, which shall be paid from the Gross  
5 Settlement Amount.

6 **O. “Court”**

7 The Superior Court of California, County of Kern – Metropolitan Division.

8 **P. “Defendants”**

9 The named Defendants MRSS Hospitality, Inc., Kulwant Mann, Jagmit Mann, and  
10 Ramninderjit Sekhon.

11 **Q. “Defendant’s Counsel”**

12 Mathew M. Brady, Esq. [SBN 137765]  
13 **LeBeau Thelen, LLP**  
14 5001 E Commerce Center Dr, Ste 300  
15 Bakersfield, California 93309  
16 Email: *mbrady@lebeauthelen.com*  
17 Email: *dklingenberger@lebeauthelen.com*  
18 Email: *jchamberlain@lebeauthelen.com*

19 **R. “Effective Date”**

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

27 **S. “Final Approval”**

28 The Court’s order granting final approval of the Settlement.

**T. “Final Approval Hearing”**

The Court’s hearing on the Motion for Final Approval of Settlement.

**U. “Final Judgment”**

1 The Judgment Entered by the Court upon Granting Final Approval of the Settlement.

2 **V. “Gross Settlement Amount”**

3 The amount of \$134,680.00, which is the total amount Defendants agree to pay under the  
4 Settlement except as provided herein below. The Gross Settlement Amount will be used to pay  
5 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class  
6 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the  
7 Administrator’s Expenses. The Gross Settlement Amount does not include the employer’s share of  
8 payroll taxes on the portion of payments to class members allocated as wages, which Defendants  
9 shall be responsible for paying. The Gross Settlement Amount is non-reversionary and under no  
10 circumstances shall any of the funds revert back to Defendants.

11 **W. “Individual Class Payment”**

12 The Participating Class Member’s pro rata share of the Net Settlement Amount calculated  
13 according to the number of Workweeks worked during the Class Period.

14 **X. “Individual PAGA Payment”**

15 The Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated  
16 according to the number of Workweeks worked during the PAGA Period.

17 **Y. “Judgment”**

18 The judgment entered by the Court based upon the Final Approval.

19 **Z. “LWDA”**

20 The California Labor and Workforce Development Agency, the agency entitled, under  
21 Labor Code section 2699, subd. (i).

22 **AA. “LWDA PAGA Payment”**

23 The 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd.  
24 (i).

25 **BB. “Net Settlement Amount”**

26 The Gross Settlement Amount, less the following payments in the amounts approved by the  
27 Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service  
28 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the

1 Administration Expenses Payment. The remainder is to be paid to Participating Class Members as  
2 Individual Class Payments.

3 **CC. “Non-Participating Class Member”**

4 Any Class Member who opts out of the Settlement by sending the Administrator a valid and  
5 timely Request for Exclusion.

6 **DD. “PAGA Pay Period”**

7 Any Pay Period during which an Aggrieved Employee worked for Defendants for at least  
8 one day during the PAGA Period.

9 **EE. “PAGA Period”**

10 The period from January 20, 2020 to January 20, 2021.

11 **FF. “PAGA”**

12 The Private Attorneys General Act (Labor Code §§ 2698. Et seq.).

13 **GG. “PAGA Notice”**

14 Plaintiff’s letter to Defendants and the LWDA providing notice pursuant to Labor Code  
15 section 2699.3, subd. (a).

16 **HH. “PAGA Penalties”**

17 The total amount of PAGA civil penalties is \$10,000.00 which is to be paid from the Gross  
18 Settlement Amount. The PAGA Penalties are allocated as follows: 25% to the Aggrieved  
19 Employees (\$2,500.00) and the 75% to LWDA (7,500.00) in settlement of PAGA

20 **II. “Participating Class Member”**

21 A Class Member who does not submit a valid and timely Request for Exclusion from the  
22 Settlement.

23 **JJ. “Plaintiff”**

24 Maria G. Esquivel, the named plaintiff in the Action.

25 **KK. “Preliminary Approval”**

26 The Court’s Order Granting Preliminary Approval of the Settlement.

27 **LL. “Preliminary Approval Order”**

28 The proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1 **MM. “Released Class Claims”**

2 The claims being released as described in Paragraph 6 below.

3 **NN. “Released PAGA Claims”**

4 The claims being released as described in Paragraph 6 below.

5 **OO. “Released Parties”**

6 Defendants; Defendants’ respective past, present and future parent corporations, affiliates,  
7 affiliates’ companies, subsidiaries, divisions, d/b/a’s, predecessors, insurers, successors,  
8 franchisees, franchisors, assigns, principals, heirs, their current and former employees, accountants,  
9 auditors, attorneys, consultants, officers, managers, members, partners, directors, shareholders,  
10 agents, both individually and in their business capacities; and any individual or entity which could  
11 be jointly liable with any of the foregoing.

12 **PP. “Request for Exclusion”**

13 A Class Member’s submission of a written request to be excluded from the Class Settlement  
14 signed by the Class Member.

15 **QQ. “Response Deadline”**

16 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees,  
17 and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for  
18 Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.  
19 Class Members to whom Notice Packets are resent after having been returned undeliverable to the  
20 Administrator shall have an additional 14 calendar days beyond the Response Deadline has  
21 expired.

22 **RR. “Settlement”**

23 The disposition of the Action effected by this Agreement and the Judgment.

24 **SS. “Workweek”**

25 Any week during which a Class Member worked for Defendants for at least one day, during  
26 the Class Period.

27 **2. RECITALS**

28 **2.1** On January 20, 2021, Plaintiff commenced this Action by filing a Complaint

1 alleging causes of action against Defendants for Failure to Pay Minimum Wage (Cal. Lab. Code  
 2 §§ 1182.12, 1194, 1197 & 1198, *et seq.*), Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510  
 3 and 1198), Failure to Pay Meal Period Compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198 *et*  
 4 *seq.*), Failure to Pay Rest Period Compensation (Cal. Lab. Code §§ 226.7 & 1198 *et seq.*), Failure  
 5 to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code § 226), Failure to Maintain  
 6 Accurate Payroll Records (Cal. Lab. Code § 226(a), 1174(d)), Failure to Pay Wages Upon  
 7 Discharge (Cal. Lab. Code §§ 201 & 202, *et seq.*), Failure to Indemnify (Cal. Lab. Code § 2802),  
 8 Unfair Competition (Class Claim; Business and Professions Code § 17200 *et seq.*), Violation of  
 9 Private Attorney General Act, and Violation of Labor Code § 226(e). The Complaint is the  
 10 operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations  
 11 in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative  
 12 Complaint and deny any and all liability for the causes of action alleged.

13 **2.2** Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely  
 14 written notice to Defendants and the LWDA by sending the PAGA Notice.

15 **2.3** On June 21, 2022, the Parties participated in an all-day mediation presided  
 16 over by the Hon. Carl J. West, which led to this Agreement to settle the Action. A Memorandum of  
 17 Understanding was executed after the conclusion of mediation and those terms have been set forth  
 18 in this Settlement Agreement.

19 **2.4** Prior reaching the Settlement, Plaintiff obtained, through informal discovery,  
 20 pertinent documents and data in advance of the mediation including the following: (1) Plaintiff’s  
 21 personnel file, time, and payroll records; (2) applicable Handbooks; (3) Break Acknowledgement  
 22 forms; (4) written Overtime Policies; (5) written Timekeeping Policy; (6) Post Orders; and (7) an  
 23 18% sample of Class Members’ time and payroll records. Plaintiff’s investigation was sufficient to  
 24 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48  
 25 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-  
 26 130 (“*Dunk/Kullar*”).

27 **2.5** The Court has not granted class certification. The Parties agree to conditional  
 28 certification for Settlement purposes only.



1           **2.6**           The Parties, Class Counsel and Defense Counsel represent that they are not  
2 aware of any other pending matter or action asserting claims that will be extinguished or affected  
3 by the Settlement.

4           **3. MONETARY TERMS**

5           **3.1 Gross Settlement Amount.** Except as otherwise provided by Paragraph 9 below,  
6 Defendants promise to pay \$134,680.00 and no more as the Gross Settlement Amount and to  
7 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual  
8 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any  
9 payroll taxes) prior to the deadline stated in Paragraph 6 of this Agreement. The Administrator will  
10 disburse the entire Gross Settlement Amount without asking or requiring Participating Class  
11 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the  
12 Gross Settlement Amount will revert to Defendants.

13           **3.2 Payments from the Gross Settlement Amount.** The Administrator will make and  
14 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the  
15 Court in the Final Approval:

16                   **3.2.1. To Plaintiff:** Class Representative Service Payment to the Class  
17 Representative of not more than \$2,500.00. The Class Representative Service Payment is in  
18 addition to any Individual Class Payment and any Individual PAGA Payment (to the extent  
19 applicable) that the Class Representative is entitled to receive as a Participating Class Member.  
20 Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does  
21 not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation  
22 Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service  
23 Payments. If the Court approves a Class Representative Service Payment less than the amount  
24 requested, the Administrator will retain the remainder in the Net Settlement Amount. The  
25 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff  
26 assumes full responsibility and liability for employee taxes owed on the Class Representative  
27 Service Payment.

28                   **3.2.2. To Class Counsel:** A Class Counsel Fees Payment of not more than one-

1 third of the Gross Settlement Amount, which is currently estimated to be \$44,893.33 and a Class  
2 Counsel Litigation Expenses Payment of not more than \$12,000.00. Defendants will not oppose  
3 requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class  
4 Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment  
5 in connection with the Final Approval Hearing. If the Court approves a Class Counsel Fees  
6 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the  
7 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall  
8 have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any  
9 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The  
10 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment  
11 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for  
12 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses  
13 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or  
14 controversy regarding any division or sharing of any of these Payments.

15 **3.2.3. To the Administrator:** An Administrator Expenses Payment not to exceed  
16 \$20,000.00, except for a showing of good cause and as approved by the Court. To the extent the  
17 Administration Expenses are less or the Court approves payment less than \$20,000.00, the  
18 Administrator will retain the remainder in the Net Settlement Amount.

19 **3.2.4. To Each Participating Class Member:** An Individual Class Payment  
20 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked  
21 by all Participating Class Members during the Class Period and (b) multiplying the result by each  
22 Participating Class Member's Workweeks.

23 **3.2.4.1. Tax Allocation of Individual Class Payments.** 10 % of each  
24 Participating Class Member's Individual Class Payment will be allocated to settlement of wage  
25 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be  
26 reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class  
27 Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage  
28 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on

1 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any  
2 employee taxes owed on their Individual Class Payment.

3 **3.2.4.2. Effect of Non-Participating Class Members on Calculation**  
4 **of Individual Class Payments.** Non-Participating Class Members will not receive any Individual  
5 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in  
6 the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

7 **3.2.5. To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount  
8 of \$10,000.00 to be paid from the Gross Settlement Amount, with 75% (\$7,500.00) allocated to the  
9 LWDA PAGA Payment and 25% (\$2,500.00) allocated to the Individual PAGA Payments.

10 **3.2.5.1.** The Administrator will calculate each Individual PAGA  
11 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties  
12 (\$2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees  
13 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA  
14 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes  
15 owed on their Individual PAGA Payment.

16 **3.2.5.2.** If the Court approves PAGA Penalties of less than the amount  
17 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The  
18 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### 19 **4. SETTLEMENT FUNDING AND PAYMENTS**

20 **4.1 Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its  
21 records to date, Defendants estimate that there are a total of 46 Class Members who collectively  
22 worked a total of 3,367 Workweeks, and 10 Aggrieved Employees who worked a total of 100  
23 PAGA Pay Periods.

24 **4.2 Class Data.** Not later than 21 days after the Court grants Preliminary Approval of  
25 the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the  
26 form of a Microsoft Excel spreadsheet, or some other form mutually agreeable by the Parties. To  
27 protect Class Members' privacy rights, the Administrator must maintain the Class Data in  
28 confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and

1 restrict access to the Class Data to Administrator employees who need access to the Class Data to  
2 effect and perform under this Agreement. Defendants have a continuing duty to immediately notify  
3 Class Counsel if it discovers that the Class Data omitted class member identifying information and  
4 to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension  
5 of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and  
6 their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve  
7 any issues related to missing or omitted Class Data.

8 **4.3** Funding of Gross Settlement Amount. Defendants shall pay the full amount of the  
9 Gross Settlement Fund within twenty-one (21) calendar days of the Court granting Final Approval.

10 **4.4** Payments from the Gross Settlement Amount. Within 14 days after Defendants fully  
11 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class  
12 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration  
13 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses  
14 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees  
15 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service  
16 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA  
17 Payments.

18 **4.4.1** The Administrator will issue checks for the Individual Class Payments and/or  
19 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage  
20 prepaid. The face of each check shall prominently state the date (not less than 180 days after the  
21 date of mailing) when the check will be voided. The Administrator will cancel all checks not  
22 cashed by the void date. The Administrator will send checks for Individual Settlement Payments to  
23 all Participating Class Members (including those for whom Class Notice was returned  
24 undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved  
25 Employees including Non-Participating Class Members who qualify as Aggrieved Employees  
26 (including those for whom Class Notice was returned undelivered). The Administrator may send  
27 Participating Class Members a single check combining the Individual Class Payment and the  
28 Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update

1 the recipients' mailing addresses using the National Change of Address Database.

2           **4.4.2** The Administrator must conduct a Class Member Address Search for all other  
3 Class Members whose checks are returned undelivered without USPS forwarding address. Within 7  
4 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding  
5 address provided or to an address ascertained through the Class Member Address Search. The  
6 Administrator need not take further steps to deliver checks to Class Members whose re-mailed  
7 checks are returned as undelivered. The Administrator shall promptly send a replacement check to  
8 any Class Member whose original check was lost or misplaced, requested by the Class Member  
9 prior to the void date.

10           **4.4.3** Class members shall have 180 days to cash settlement checks. If a class member  
11 does not cash his or her settlement check within 180 days, the checks shall be voided by the  
12 Settlement Administrator and the Settlement Administrator will take all steps necessary to ensure  
13 that the proceeds from the Settlement Class Member's un-cashed check(s) are transmitted to the cy  
14 pres designee, CASA of Kern County, a 501(c)(3) nonprofit recognized by the IRS. The Parties  
15 acknowledge that a partner in the law firm of LeBeau Thelen, LLP (Defendant's Counsel) serves  
16 on the Board of Directors for CASA of Kern County. However, that partner has no involvement  
17 whatsoever in the present litigation. The Parties, Class Counsel and Defense Counsel represent that  
18 they have no interest or relationship, financial or otherwise, with CASA of Kern County.

19           **4.4.4** The payment of Individual Class Payments and Individual PAGA Payments  
20 shall not obligate Defendants to confer any additional benefits or make any additional payments to  
21 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this  
22 Agreement.

23       **5. RESERVED**

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

28           **6.1 Plaintiff's Release.** In light of the contemplated Class Representative Service

1 Payment, Plaintiff and his or her respective former and present spouses, representatives, agents,  
2 attorneys, heirs, administrators, successors, and assigns agree to release the Released Parties, in  
3 addition to the Released Claims described above, from any and all claims, demands, rights,  
4 liabilities, and causes of action, known or unknown, of every nature and description, between  
5 Plaintiff and the Released Parties, from the beginning of time to the date of Plaintiff's execution of  
6 this Joint Stipulation, including but not limited to those claims raised in the Action and those  
7 arising from or related to Plaintiff's employment with Defendant or the termination thereof,  
8 including but not limited to claims arising under any federal, state, or local constitutional, statutory,  
9 regulatory, contractual or common law claims for unpaid wages, premium pay, wage deductions,  
10 unreimbursed business expenses, waiting-time penalties, or other penalties, for overtime, failure to  
11 provide compliant meal periods or pay meal period premiums for missed and/or non-compliant  
12 meal periods, failure to authorize and permit compliant rest periods or pay rest period premiums for  
13 missed and/or non-compliant rest periods, improper wage statements, untimely payment of wages,  
14 inaccurate or incomplete recordkeeping, vacation forfeiture, personal day forfeiture, and other  
15 wage-and-hour violations; attorney's fees or injunctive relief; claims arising from or dependent on  
16 the Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, et seq.; the Americans with  
17 Disabilities Act, 42 U.S.C. § 12101, et seq.; the Employee Retirement Income Security Act of  
18 1974, 29 U.S.C. § 1001, et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; the Civil  
19 Rights Act of 1991; 42 U.S.C. § 1981; Executive Order 11246; Executive Order 11141; the Age  
20 Discrimination in Employment Act, the Rehabilitation Act of 1973; the Equal Pay Act; the Federal  
21 Employee Polygraph Protection Act; the National Labor Relations Act; the Worker Adjustment and  
22 Retraining Notification Act; the Family and Medical Leave Act; the California Fair Employment  
23 and Housing Act, including Government Code sections 12900, et seq.; the California Family Rights  
24 Act; the California Labor Code; any applicable order of the California Industrial Welfare  
25 Commission and all of their implementing regulations; claims arising from or dependent on federal  
26 or local laws or regulations prohibiting discrimination or harassment in employment or otherwise,  
27 or enforcing express or implied contracts, requiring employers to deal fairly or in good faith, or  
28 restricting an employer's right to terminate employees, wrongful discharge, wrongful termination in

1 violation of public policy, constructive termination, or retaliation; defamation; infliction of  
2 emotional distress (intentional or negligent); invasion of privacy; assault, battery, physical or  
3 personal injury; emotional distress; fraud, negligent misrepresentation, or misrepresentation;  
4 California Business & Professions Code section 17200 et seq.; or any other tort, or any other law.

5 **6.1.1** Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For  
6 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,  
7 and benefits, if any, of section 1542 of the California Civil Code, which reads:

8 A general release does not extend to claims that the creditor or releasing party  
9 does not know or suspect to exist in his or her favor at the time of executing the  
10 release, and that if known by him or her would have materially affected his or  
11 her settlement with the debtor or Released Party.

12 Plaintiffs understand fully the statutory language of Civil Code section 1542  
13 and, with this understanding, nevertheless elect to, and do, assume all risks for  
14 claims that have arisen, whether known or unknown, which they ever had, or  
15 hereafter may claim to have, arising on or before the date of their signature to  
16 this Agreement, and they specifically waive all rights they may have under  
17 California Civil Code section 1542.

18 **6.2** Release by Participating Class Members Who Are Not Aggrieved Employees: All  
19 Participating Class Members, on behalf of themselves and their respective former and present  
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released  
21 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the  
22 Class Period facts stated in the Operative Complaint and ascertained in the course of the Action,  
23 including any claims for: (1) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197  
24 & 1198, *et seq.*); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1198 & 510, *et seq.*);  
25 (3) failure to pay meal period compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198, *et seq.*); (4)  
26 failure to pay rest period compensation (Cal. Lab. Code §§ 226.7 & 1198, *et seq.*); (5) failure to  
27 furnish accurate wage and hour statements (Cal. Lab. Code § 226); (6) failure to pay wages upon  
28 discharge (Cal. Lab. Code §§ 201 & 202, *et seq.*); (7) failure to indemnify (Cal. Lab. Code § 2802);

1 (8) Unfair Competition (Business and Professions Code § 17200, *et seq.*); and (9) Violation of  
2 Private Attorney General Act of 2004, California Labor Code § 2698, *et seq.*, predicated on any of  
3 the violations of the California Labor Code, including but not limited to Labor Code section 203,  
4 and applicable IWC Wage Order alleged in the Operative Complaint, including but not limited to  
5 statutory, constitutional, or contractual damages; unpaid costs; penalties; punitive damages;  
6 interest; attorneys' fees; litigation costs; restitution; and equitable relief. This release shall apply to  
7 class members' claims arising at any point during the Settlement Period and only with respect to  
8 time worked for Defendants. Except as set forth in Section 6.3 of this Agreement, Participating  
9 Class Members do not release any other claims, including claims for vested benefits, wrongful  
10 termination, violation of the Fair Employment and Housing Act, unemployment insurance,  
11 disability, social security, workers' compensation, or claims based on facts occurring outside the  
12 Class Period.

13 **6.3** Release by Non-Participating Class Members Who Are Aggrieved Employees. All  
14 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf  
15 of themselves and their respective former and present representatives, agents, attorneys, heirs,  
16 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties  
17 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in  
18 the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action.

19 **7. MOTION FOR PRELIMINARY APPROVAL.**

20 **7.1** Defendants' Declaration in Support of Preliminary Approval. In connection with the  
21 preparing and filing of the Motion for Preliminary Approval, Defendants will prepare and deliver  
22 to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts  
23 relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres  
24 Recipient. In their Declarations, Defense Counsel and Defendants shall aver that they are not aware  
25 of any other pending matter or action asserting claims that will be extinguished or adversely  
26 affected by the Settlement.

27 **7.2** Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all  
28 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and



1 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the  
2 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor  
3 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and  
4 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from  
5 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to  
6 its willingness to serve; competency; operative procedures for protecting the security of Class Data;  
7 amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all  
8 facts relevant to any actual or potential conflicts of interest with Class Members and/or the  
9 proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class  
10 Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and  
11 competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest  
12 with Class Members, the Administrator and the proposed Cy Pres; (v) a signed declaration from  
13 each Class Counsel firm attesting to its competency to represent the Class Members; its timely  
14 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor  
15 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this  
16 Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’  
17 Agreement showing all modifications made to the Model Agreement ready for filing with the  
18 Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members,  
19 the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel  
20 Declaration shall aver that they are not aware of any other pending matter or action asserting claims  
21 that will be extinguished or adversely affected by the Settlement.

22       **7.3     Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly  
23 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later  
24 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the  
25 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for  
26 Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary  
27 Approval to the Administrator.

28       **7.4     Duty to Cooperate.** If the Parties disagree on any aspect of the proposed Motion for

1 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and  
2 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or  
3 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant  
4 Preliminary Approval or conditions Preliminary Approval on any material change to this  
5 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the  
6 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and  
7 otherwise satisfy the Court's concerns.

8 **8. SETTLEMENT ADMINISTRATION**

9 **8.1 Selection of Administrator.** The Parties have jointly selected Phoenix  
10 Administration to serve as the Administrator and verified that, as a condition of appointment,  
11 Phoenix Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all  
12 duties specified in this Agreement in exchange for payment of Administration Expenses. The  
13 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise,  
14 with the Administrator other than a professional relationship arising out of prior experiences  
15 administering settlements.

16 **8.2 Employer Identification Number.** The Administrator shall have and use its own  
17 Employer Identification Number for purposes of calculating payroll tax withholdings and providing  
18 reports state and federal tax authorities.

19 **8.3 Qualified Settlement Fund.** The Administrator shall establish a settlement fund that  
20 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation  
21 section 468B-1.

22 **8.4 Notice to Class Members.**

23 **8.4.1** No later than three (3) business days after receipt of the Class Data, the  
24 Administrator shall notify Class Counsel that the list has been received and state the number of  
25 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

26 **8.4.2** Using best efforts to perform as soon as possible, and in no event later than 14  
27 days after receiving the Class Data, the Administrator will send to all Class Members identified in  
28 the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice with

1 Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first  
2 page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class  
3 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of  
4 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing  
5 Class Notices, the Administrator shall update Class Member addresses using the National Change  
6 of Address database.

7 **8.4.3** Not later than 3 business days after the Administrator's receipt of any Class  
8 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using  
9 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,  
10 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to  
11 the most current address obtained. The Administrator has no obligation to make further attempts to  
12 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a  
13 second time.

14 **8.4.4** The deadlines for Class Members' written objections, Challenges to Workweeks  
15 and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the  
16 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.  
17 The Administrator will inform the Class Member of the extended deadline with the re-mailed Class  
18 Notice.

19 **8.4.5** If the Administrator, Defendants or Class Counsel is contacted by or otherwise  
20 discovers any persons who believe they should have been included in the Class Data and should  
21 have received Class Notice, the Parties will expeditiously meet and confer in person or by  
22 telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If  
23 the Parties agree, such persons will be Class Members entitled to the same rights as other Class  
24 Members, and the Administrator will send, via email or overnight delivery, a Class Notice  
25 requiring them to exercise options under this Agreement not later than 14 days after receipt of  
26 Class Notice, or the deadline dates in the Class Notice, which ever are later.

27 **8.5** Request for Exclusion (Opt-Outs).

28 **8.5.1** Class Members who wish to exclude themselves (opt-out of) the Class

1 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for  
2 Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional  
3 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter  
4 from a Class Member or his/her representative that reasonably communicates the Class Member's  
5 election to be excluded from the Settlement and includes the Class Member's name, address and  
6 email address or telephone number. To be valid, a Request for Exclusion must be timely faxed,  
7 emailed, or postmarked by the Response Deadline.

8           **8.5.2** The Administrator may not reject a Request for Exclusion as invalid because it  
9 fails to contain all the information specified in the Class Notice. The Administrator shall accept any  
10 Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the  
11 person as a Class Member and the Class Member's desire to be excluded. The Administrator's  
12 determination shall be final and not appealable or otherwise susceptible to challenge. If the  
13 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator  
14 may demand additional proof of the Class Member's identity. The Administrator's determination  
15 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

16           **8.5.3** Every Class Member who does not submit a timely and valid Request for  
17 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all  
18 benefits and bound by all terms and conditions of the Settlement, including the Participating Class  
19 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the  
20 Participating Class Member actually receives the Class Notice or objects to the Settlement.

21           **8.5.4** Every Class Member who submits a valid and timely Request for Exclusion is a  
22 Non-Participating Class Member and shall not receive an Individual Class Payment or have the  
23 right to object to the class action components of the Settlement. Because future PAGA claims are  
24 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are  
25 Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this  
26 Agreement and are eligible for an Individual PAGA Payment. In the event that more than 10% of  
27 the Class Members opt out of the settlement, Defendants shall have the right to void the settlement.  
28 Neither party, nor their counsel shall encourage any Class Member to opt out of the settlement.

1           **8.6**    Challenges to Calculation of Workweeks. Each Class Member shall have 45 days  
2 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members  
3 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay  
4 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may  
5 challenge the allocation by communicating with the Administrator via fax, email or mail. The  
6 Administrator must encourage the challenging Class Member to submit supporting documentation.  
7 In the absence of any contrary documentation, the Administrator is entitled to presume that the  
8 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class  
9 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or  
10 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The  
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or  
12 Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the  
13 challenges.

14           **8.7**    Objection to Settlement.

15           **8.7.1**   Only Participating Class Members may object to the class action components of  
16 the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or  
17 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses  
18 Payment and/or Class Representative Service Payment.

19           **8.7.2**   Participating Class Members may send written objections to the Administrator,  
20 by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire  
21 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A  
22 Participating Class Member who elects to send a written objection to the Administrator must do so  
23 not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14  
24 days for Class Members whose Class Notice was re-mailed).

25           **8.7.3**   Non-Participating Class Members have no right to object to any of the class  
26 action components of the Settlement.

27           **8.8**    Administrator Duties. The Administrator has a duty to perform or observe all tasks  
28 to be performed or observed by the Administrator contained in this Agreement or otherwise.

1           **8.8.1 Website, Email Address and Toll-Free Number.** The Administrator will establish  
2 and maintain and use an internet website to post information of interest to Class Members  
3 including the date, time and location for the Final Approval Hearing and copies of the Settlement  
4 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the  
5 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation  
6 Expenses Payment and Class Representative Service Payment, the Final Approval and the  
7 Judgment. The Administrator will also maintain and monitor an email address and a toll-free  
8 telephone number to receive Class Member calls, faxes and emails.

9           **8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator will  
10 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than  
11 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator  
12 shall email a list to Class Counsel and Defense Counsel containing (a) the names and other  
13 identifying information of Class Members who have timely submitted valid Requests for Exclusion  
14 (“Exclusion List”); (b) the names and other identifying information of Class Members who have  
15 submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement  
16 submitted (whether valid or invalid).

17           **8.8.3 Weekly Reports.** The Administrator must, on a weekly basis, provide written  
18 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class  
19 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether  
20 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods  
21 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA  
22 Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s  
23 assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion  
24 and objections received.

25           **8.8.4 Workweek and/or Pay Period Challenges.** The Administrator has the authority to  
26 address and make final decisions consistent with the terms of this Agreement on all Class Member  
27 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision  
28 shall be final and not appealable or otherwise susceptible to challenge.

1           **8.8.5 Administrator's Declaration.** Not later than 14 days before the date by which  
2 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will  
3 provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court  
4 attesting to its due diligence and compliance with all of its obligations under this Agreement,  
5 including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered,  
6 the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for  
7 Exclusion from Settlement it received (both valid or invalid), the number of written objections and  
8 attach the Exclusion List. The Administrator will supplement its declaration as needed or requested  
9 by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's  
10 declaration(s) in Court.

11           **8.8.6 Final Report by Settlement Administrator.** Within 10 days after the  
12 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide  
13 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee  
14 identification number only of all payments made under this Agreement. At least 15 days before any  
15 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense  
16 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all  
17 payments required under this Agreement. Class Counsel is responsible for filing the  
18 Administrator's declaration in Court.

19           **9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records,  
20 Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 46 Class  
21 Members and no more than 3,367 Total Workweeks during the Class Period and (2) there were 10  
22 Aggrieved Employees who worked 100 Pay Periods during the PAGA Period. If as of the date of  
23 preliminary approval, the number of workweeks during the Settlement Period is determined to  
24 actually exceed 3,367 by more than Ten Percent (10%), then the amount of the Gross Settlement  
25 Amount shall increase in proportion to the increased percentage. For example, if such increase  
26 during the Settlement Period in weeks worked by class members during the Settlement Period is  
27 determined to be 25% over 3,367 workweeks, the Gross Settlement Amount will correspondingly  
28 increase by 25%.

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

10       **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared  
11 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement  
12 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.  
13 (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final  
14 Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than  
15 seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will  
16 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any  
17 disagreements concerning the Motion for Final Approval.

18       **11.1 Response to Objections.** Each Party retains the right to respond to any objection  
19 raised by a Participating Class Member, including the right to file responsive documents in Court  
20 no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or  
21 accepted by the Court.

22       **11.2 Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final  
23 Approval on any material change to the Settlement (including, but not limited to, the scope of  
24 release to be granted by Class Members), the Parties will expeditiously work together in good faith  
25 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval.  
26 The Court’s decision to award less than the amounts requested for the Class Representative Service  
27 Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or  
28 Administrator Expenses Payment shall not constitute a material modification to the Agreement



1 within the meaning of this paragraph.

2       **11.3**    Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,  
3 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of  
4 (i) enforcing this Agreement and/or Judgment, (ii) addressing administration matters, and (iii)  
5 addressing such post-Judgment matters as are permitted by law.

6       **11.4**    Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and  
7 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class  
8 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their  
9 respective counsel, and all Participating Class Members who did not object to the Settlement as  
10 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to  
11 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for  
12 new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the  
13 right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties'  
14 obligations to perform under this Agreement will be suspended until such time as the appeal is  
15 finally resolved and the Judgment becomes final, except as to matters that do not affect the amount  
16 of the Net Settlement Amount.

17       **11.5**    Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the  
18 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material  
19 modification of this Agreement (including, but not limited to, the scope of release to be granted by  
20 Class Members), this Agreement shall be null and void. The Parties shall nevertheless  
21 expeditiously work together in good faith to address the appellate court's concerns and to obtain  
22 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration  
23 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify  
24 the Court's award of the Class Representative Service Payment or any payments to Class Counsel  
25 shall not constitute a material modification of the Judgment within the meaning of this paragraph,  
26 as long as the Gross Settlement Amount remains unchanged.

27

28

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

4       **13. ADDITIONAL PROVISIONS**

5           **13.1 No Admission of Liability, Class Certification or Representative Manageability for**  
6           **Other Purposes.** This Agreement represents a compromise and settlement of highly  
7 disputed claims. Nothing in this Agreement is intended or should be construed as an admission by  
8 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants  
9 have any liability for any claims asserted; nor should it be intended or construed as an admission by  
10 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class  
11 certification and representative treatment is for purposes of this Settlement only. If, for any reason  
12 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve  
13 the right to contest certification of any class for any reasons, and Defendants reserve all available  
14 defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification  
15 on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and  
16 Parties' willingness to settle the Action will have no bearing on, and will not be admissible in  
17 connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and  
18 this Agreement).

19           **13.2 Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendants  
20 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of  
21 Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause  
22 or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement  
23 directly or indirectly, specifically or generally, to any person, corporation, association, government  
24 agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom  
25 will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the  
26 extent necessary to report income to appropriate taxing authorities; (4) in response to a court order  
27 or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government  
28 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,

1 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense  
2 Counsel separately agree not to, directly or indirectly, initiate any conversation or other  
3 communication, before the filing of the Motion for Preliminary Approval, any with third party  
4 regarding this Agreement or the matters giving rise to this Agreement except to respond only that  
5 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s  
6 communications with Class Members in accordance with Class Counsel’s ethical obligations owed  
7 to Class Members.

8 **13.3 No Solicitation.** The Parties separately agree that they and their respective counsel  
9 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal  
10 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability  
11 to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed  
12 to Class Members.

13 **13.4 Integrated Agreement.** Upon execution by all Parties and their counsel, this  
14 Agreement together with its attached exhibits shall constitute the entire agreement between the  
15 Parties relating to the Settlement, superseding any and all oral representations, warranties,  
16 covenants, or inducements made to or by any Party.

17 **13.5 Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and  
18 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate  
19 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its  
20 terms, and to execute any other documents reasonably required to effectuate the terms of this  
21 Agreement including any amendments to this Agreement.

22 **13.6 Cooperation.** The Parties and their counsel will cooperate with each other and use  
23 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the  
24 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities  
25 as requested by the Court. In the event the Parties are unable to agree upon the form or content of  
26 any document necessary to implement the Settlement, or on any modification of the Agreement  
27 that may become necessary to implement the Settlement, the Parties will seek the assistance of a  
28 mediator and/or the Court for resolution.

1           **13.7** No Prior Assignments. The Parties separately represent and warrant that they have  
2 not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
3 encumber to any person or entity and portion of any liability, claim, demand, action, cause of  
4 action, or right released and discharged by the Party in this Settlement.

5           **13.8** No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel  
6 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be  
7 relied upon as such within the meaning of United States Treasury Department Circular 230 (31  
8 CFR Part 10, as amended) or otherwise.

9           **13.9** Modification of Agreement. This Agreement, and all parts of it, may be amended,  
10 modified, changed, or waived only by an express written instrument signed by all Parties or their  
11 representatives, and approved by the Court.

12           **13.10** Agreement Binding on Successors. This Agreement will be binding upon, and inure  
13 to the benefit of, the successors of each of the Parties.

14           **13.11** Applicable Law. All terms and conditions of this Agreement and its exhibits will be  
15 governed by and interpreted according to the internal laws of the state of California, without regard  
16 to conflict of law principles.

17           **13.12** Cooperation in Drafting. The Parties have cooperated in the drafting and preparation  
18 of this Agreement. This Agreement will not be construed against any Party on the basis that the  
19 Party was the drafter or participated in the drafting.

20           **13.13** Confidentiality. To the extent permitted by law, all agreements made, and orders  
21 entered during Action and in this Agreement relating to the confidentiality of information shall  
22 survive the execution of this Agreement.

23           **13.14** Use and Return of Class Data. Information provided to Class Counsel pursuant to  
24 Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel  
25 by Defendants in connection with the mediation, other settlement negotiations, or in connection  
26 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and  
27 may not be used in any way that violates any existing contractual agreement, statute, or rule of  
28 court. Not later than 90 days after the date when the Court discharges the Administrator's

1 obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff  
2 shall destroy, all paper and electronic versions of Class Data received from Defendants unless,  
3 prior to the Court’s discharge of the Administrator’s obligation, Defendants make a written request  
4 to Class Counsel for the return, rather than the destructions, of Class Data.

5 **13.15 Headings.** The descriptive heading of any section or paragraph of this Agreement is  
6 inserted for convenience of reference only and does not constitute a part of this Agreement.

7 **13.16 Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement  
8 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a  
9 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10 **13.17 Notice.** All notices, demands or other communications between the Parties in  
11 connection with this Agreement will be in writing and deemed to have been duly given as of the  
12 third business day after mailing by United States mail, or the day sent by email or messenger,  
13 addressed as follows:

14 To Plaintiff:

15 **SROURIAN LAW FIRM, P.C.**  
16 Daniel Srourian, Esq. [SBN 285678]  
17 3435 Wilshire Blvd., Suite 1710  
18 Los Angeles, California 90010  
19 Telephone: 213.474.3800  
20 Facsimile: 213.471.4160  
21 Email: [daniel@slfla.com](mailto:daniel@slfla.com)

22 **SIRMABEKIAN LAW FIRM, PC**  
23 Sarkis Sirmabekian, Esq. [SBN 278588]  
24 3435 Wilshire Blvd., Suite 1710  
25 Los Angeles, California 90010  
26 Telephone: 818.473.5003  
27 Facsimile: 818.476.5619  
28 Email: [daniel@slfla.com](mailto:daniel@slfla.com)

To Defendants:


Mathew M. Brady, Esq. [SBN 137765]  
**LeBeau Thelen, LLP**  
5001 E Commerce Center Dr, Ste 300  
Bakersfield, California 93309  
Email: [mbrady@lebeauthelen.com](mailto:mbrady@lebeauthelen.com)

1 Email: [dklingenberger@lebeauthelen.com](mailto:dklingenberger@lebeauthelen.com)  
2 Email: [jchamberlain@lebeauthelen.com](mailto:jchamberlain@lebeauthelen.com)

3 **13.18 Execution in Counterparts.** This Agreement may be executed in one or more  
4 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this  
5 Agreement shall be accepted as an original. All executed counterparts and each of them will be  
6 deemed to be one and the same instrument if counsel for the Parties will exchange between  
7 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove  
8 the existence and contents of this Agreement.

9 **13.19 Stay of Litigation.** The Parties agree that upon the execution of this Agreement the  
10 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree  
11 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to  
12 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

13  
14 Dated: 1/5/2023

DocuSigned by:  


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Plaintiff Maria G. Esquivel

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Defendant Kulwant Mann

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Defendant Jagmit Mann

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Defendant Ramninderjit Sekhon

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Defendant MRSS Hospitality, Inc.

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28 Name: \_\_\_\_\_

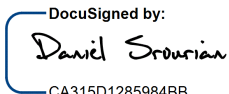
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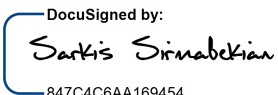
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SROURIAN LAW FIRM, P.C.

By:   
\_\_\_\_\_ CA315D1285984BB...  
Daniel Srourian, Esq.  
Attorney for Plaintiff and the Proposed Class

Dated: 1/4/2023  
\_\_\_\_\_

SIRMABEKIAN LAW FIRM, PC

By:   
\_\_\_\_\_ 847C4C6AA169454  
Sarkis Sirmabekian, Esq.  
Attorney for Plaintiff and the Proposed Class

Dated: \_\_\_\_\_

LEABEAU THELEN, LLP


By: \_\_\_\_\_  
Matthew Brady, Esq.  
Attorneys for Defendants

1 Email: [dklingenberger@lebeauthelen.com](mailto:dklingenberger@lebeauthelen.com)  
2 Email: [jchamberlain@lebeauthelen.com](mailto:jchamberlain@lebeauthelen.com)

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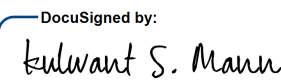
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11 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to  
12 bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

13  
14 Dated: 1/5/2023   
15 5D0EE86224D7459  
16 Plaintiff Maria G. Esquivel

17 Dated:   
18 174BB3349F074EC  
19 Defendant Kulwant Mann

20 Dated:   
21 174BB3349F074EC  
22 Defendant Jagmit Mann

23 Dated:   
24 174BB3349F074EC  
25 Defendant Ramninderjit Sekhon

26 Dated:   
27 174BB3349F074EC  
28 Defendant MRSS Hospitality, Inc.

Name: Kulwant S. Mann



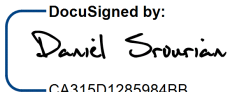
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Title: President

Approved as to Form:

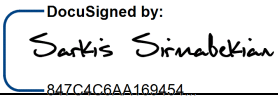
Dated: 1/4/2023

SROURIAN LAW FIRM, P.C.

By:  CA315D1285984BB...  
Daniel Srourian, Esq.  
Attorney for Plaintiff and the Proposed Class

Dated: 1/4/2023

SIRMABEKIAN LAW FIRM, PC

By:  847C4C6AA169454  
Sarkis Sirmabekian, Esq.  
Attorney for Plaintiff and the Proposed Class

Dated:

LEABEAU THELEN, LLP

By: \_\_\_\_\_  
Matthew Brady, Esq.  
Attorneys for Defendants

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Title: President

Approved as to Form:

Dated: 1/4/2023

SROURIAN LAW FIRM, P.C.

By: DocuSigned by:  
Daniel Srourian  
CA315D1285984BB...  
Daniel Srourian, Esq.  
Attorney for Plaintiff and the Proposed Class

Dated: 1/4/2023

SIRMABEKIAN LAW FIRM, PC

By: DocuSigned by:  
Sarkis Sirmabekian  
B47C4C6AA169454  
Sarkis Sirmabekian, Esq.  
Attorney for Plaintiff and the Proposed Class

Dated: 1/25/2023

LEABEAU THELEN, LLP

By:   
Matthew Brady, Esq.  
Attorneys for Defendants

# EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA  
SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL**  
*(Maria G. Esquivel v. MRSS Hospitality, Inc., et al., Kern County Superior Court Case No. BCV-21-100131)*

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

**You may be eligible to receive money** from an employee class action lawsuit (“Action”) against MRSS Hospitality, Inc., Kulwant Mann, Jagmit Mann, and Ramninderjit Sekhon (“Defendants”) for alleged wage and hour violations. The Action was filed by a former employee of Defendants, Maria G. Esquivel (“Plaintiff”) and seeks payment of back wages, unpaid meal and/or rest breaks, and penalties for a class of non-exempt, hourly employees (“Class Members”) who worked for Defendants during the Class Period (January 20, 2017 to January 9, 2020); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt, hourly employees who worked for Defendants during the PAGA Period (January 20, 2020 to January 20, 2021) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XXX (less withholding) and your Individual PAGA Payment is estimated to be \$XXX.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked XXX workweeks** during the Class Period and **you worked XXX workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

|  |   |
|--|---|
| <p><b>You Don't Have to Do Anything to Participate in the Settlement</b></p>   | <p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).</p>  |
| <p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b></p> <p><b>The Opt-out Deadline is <b>XXXI</b></b></p>  | <p>If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>       |
| <p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b></p> <p><b>Written Objections Must be Submitted by <b>XXXI</b></b></p> | <p>All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.</p> |

|   |  |
|---|--|
| <p><b>You Can Participate in the _____ Final Approval Hearing</b></p>   | <p>The Court’s Final Approval Hearing is scheduled to take place on [XXX]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>   |
| <p><b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b></p> <p><b>Written Challenges Must be Submitted by _____</b></p> | <p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [XXX]. See Section 4 of this Notice.</p> |

## 1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, overtime wages, failing to pay meal period compensation, failing to pay rest period compensation, failing to pay wages due upon termination, failure to finish accurate wage and hour statements, failure to indemnify for reasonable work expenses, and unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Daniel Srourian of Srourian Law Firm, P.C. and Sarkis Sirmabekian of Sirmabekian Law Firm, PC (“Class Counsel.”)

Defendants and Defendants’ Counsel strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

## 2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendants Will Pay \$134,680.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will pay the Gross Settlement within twenty-one (21) days of the Court granting Final Approval. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - A. Up to \$44,893.33 (1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$12,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - B. Up to \$2,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
  - C. Up to \$20,000.0 to the Administrator for services administering the Settlement.
  - D. Up to \$10,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross

Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of % 10 of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes, including penalties and interest on back taxes on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to the CASA of Kern County, a 501(c)(3) nonprofit recognized by the IRS (“Cy Pres”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **XXX**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **XXX** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants

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



7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administration (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

- 1.1 All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action, including any claims for: (1) failure to pay minimum wage (Cal. Lab. Code §§ 1182.12, 1194, 1197 & 1198, *et seq.*); (2) failure to pay overtime compensation (Cal. Lab. Code §§ 1198 & 510, *et seq.*); (3) failure to pay meal period compensation (Cal. Lab. Code §§ 226.7, 512(a) & 1198, *et seq.*); (4) failure to pay rest period compensation (Cal. Lab. Code §§ 226.7 & 1198, *et seq.*); (5) failure to furnish accurate wage and hour statements (Cal. Lab. Code § 226); (6) failure to pay wages upon discharge (Cal. Lab. Code §§ 201 & 202, *et seq.*); (7) failure to indemnify (Cal. Lab. Code § 2802); (8) Unfair Competition (Business and Professions Code § 17200, *et seq.*); and (9) Violation of Private Attorney General Act of 2004, California Labor Code § 2698, *et seq.*, predicated on any of the violations of the California Labor Code, including but not limited to Labor Code section 203, and applicable IWC Wage Order alleged in the Operative Complaint, including but not limited to statutory, constitutional, or contractual damages; unpaid costs; penalties; punitive damages; interest; attorneys’ fees; litigation costs; restitution; and equitable relief. This release shall apply to class members’ claims arising at any point during the Settlement Period and only with respect to time worked for Defendants. Except as set forth in Section 6.3 of this Agreement,

Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- 1.2 In addition to the foregoing release, the Class Representative will also agree to a separate general release of claims, which includes a Waiver of Rights under California Civil Code section 1542.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **XXX** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## 5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Maria G. Esquivel v. MRSS Hospitality, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by XXX, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

## 7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 days before the XXX Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact

information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) or the Court's website <https://www.kern.courts.ca.gov>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is XXX.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Maria G. Esquivel v. MRSS Hospitality, Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## 1. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on XXX at XXX in Department 11 of the Kern County Superior Court – Metropolitan Division, located at 1415 Truxtun Ave, Bakersfield, CA 93301. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via CourtConnect (Website) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website XXX beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## 2. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to XXX's website at XXX. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to XXXXXX and entering the Case Number for the Action, Case No. BCV-21-100131. You can also make an appointment to personally review court documents in the Clerk's Office at the Metropolitan Division Courthouse by calling (661) 720-5800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION  
ABOUT THE SETTLEMENT.**

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*Attorneys for Defendants MRSS HOSPITALITY, INC., KULWANT MANN, JAGMIT  
MANN, and RAMNINDERJIT SEKHON*

Settlement Administrator: Phoenix

Class Action Administration

[ADDRESS][FAX]

**3. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

**4. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address