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13 And Angelica M. Maldonado

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES. – SPRING STREET COURTHOUSE**

16 JUAN CARLOS RAMIREZ ROBLES, on
17 behalf of himself and all others similarly
situated

18 **PLAINTIFF,**

19 v.

20 FM MEXICAN GRILL INC., a California
21 corporation, MI RANCHITO MEXICAN
GRILL, INC., a California corporation;
22 ANGELICA M. MALDONADO, an
individual; and DOES 1 thru 100, inclusive,

23 **DEFENDANTS.**

CASE NO. BC716450

[Case Assigned for All Purposes to Hon.
Daniel J. Buckley Dept 1]

**FIRST AMENDED JOINT STIPULATION
OF CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

1 This First Amended Joint Stipulation of Class Action Settlement and Release of Claims
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is entered into by and between Plaintiff
3 JUAN CARLOS RAMIREZ ROBLES (“Plaintiff”), individually and on behalf of the Settlement
4 Class, on the one hand, and Defendants FM MEXICAN GRILL, INC., MI RANCHITO
5 MEXICAN GRILL, INC., and ANGELICA M. MALDONADO (“Defendants”), on the other
6 hand, in the lawsuit entitled *Juan Carlos Ramirez Robles v. Mi Ranchito Mexican Grill, Inc., et al.*
7 filed in the Los Angeles County Superior Court, Case No. BC716450 (the “Class Action”) and the
8 lawsuit entitled *Juan Carlos Ramirez Robles v. Mi Ranchito Mexican Grill, Inc., et al.* filed in the
9 Los Angeles County Superior Court, Case No. 19STCV16488 (the “PAGA” Action). Plaintiff
10 and Defendants shall be, at times, collectively referred to as the “Parties”.

11 This Joint Stipulation of Class Action Settlement and Release of Claims shall be binding
12 on Plaintiff, the current and former employees he seeks to represent, the Settlement Class, and on
13 Defendants and subject to the definitions, recitals, and terms set forth herein and the approval of
14 the Court.

15 **I. DEFINITIONS**

16 **1. Actions**

17 “Actions” or “Lawsuits” means, collectively, the civil actions filed in the Superior Court
18 of the State of California for the County of Los Angeles, entitled JUAN CARLOS RAMIREZ
19 ROBLES v. FM MEXICAN GRILL, INC., MI RANCHITO MEXICAN GRILL, INC., and
20 ANGELICA M. MALDONADO, Case No. BC716450 filed on August 8, 2018; and the civil
21 action filed in the Superior Court of the State of California for the County of Los Angeles, entitled
22 JUAN CARLOS RAMIREZ ROBLES v. FM MEXICAN GRILL, INC., MI RANCHITO
23 MEXICAN GRILL, INC., and ANGELICA M. MALDONADO, Case No. 19STCV16488 filed
24 May 13, 2019.

25 **2. Aggrieved Employees**

26 “Aggrieved Employees” means all members of the Settlement Class employed by FM
27 MEXICAN GRILL, INC and MI RANCHITO MEXICAN GRILL, INC. during the PAGA Period.

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1 **3. Class Counsel**

2 “Class Counsel” means David D. Bibiyan, Esq. and Diego Aviles, Esq. of Bibiyan Law
3 Group, P.C., and Benjamin Hill, Esq. of Inhouse Co. Law Firm. The term “Class Counsel” shall
4 be used synonymously with “Plaintiff’s Counsel.”

5 **4. Class Counsel Award**

6 “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution
7 of this Lawsuit, and Class Counsel’s expenses and legal costs incurred in connection with this
8 Lawsuit.

9 **5. Class Members, Settlement Class, or Settlement Class Members**

10 “Class Members”, “Settlement Class”, or “Settlement Class Members” shall refer to the
11 230 employees on the Class List provided to Plaintiff’s Counsel on December 30, 2019, which
12 includes only the non-exempt, hourly-paid employees of Defendants employed during the Class
13 Period.

14 **6. Class Period**

15 “Class Period” means the period from August 8, 2014 to December 30, 2019.

16 **7. Enhancement Payment or Service Award**

17 “Enhancement Payment” or Service Award” means the amount paid to Plaintiff of up to
18 Ten Thousand Dollars and Zero Cents (\$10,000), subject to Court Approval, which will be paid
19 out of the Gross Settlement Amount.

20 **8. Operative Complaint**

21 “Complaint” means the operative pleading in the Class Action which shall include the
22 PAGA Action via consolidation.

23 **9. Court**

24 “Court” means the Superior Court for the County of Los Angeles, State of California.

25 **10. Defendants**

26 “Defendants” means Defendants FM MEXICAN GRILL, INC., a California Corporation;
27 MI RANCHITO MEXICAN GRILL, INC., a California Corporation; and ANGELICA M.
28 MALDONADO, an individual.

1 **11. Employer Taxes**

2 “Employer Taxes” means employer-funded taxes and contributions imposed on the wage
3 portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the
4 Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required
5 of employers, such as for unemployment insurance.

6 **12. Final Approval Date**

7 “Final Approval Date” of the Settlement means the date on which the Court’s order
8 granting Final Approval of this Joint Stipulation becomes final. Such order becomes final upon
9 the following events: (i) upon the Court issuing the Final Approval Order granting approval of this
10 Settlement Agreement if no objections to the settlement are filed, or if an objection is filed but is
11 withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there are written
12 objections filed prior to the final approval hearing which are not thereafter withdrawn prior to the
13 hearing, the later of the following events: (a) 60 days from the date of Final Approval and
14 Judgment; or (b) to the extent any appeals have been filed, the date on which they have been
15 resolved or exhausted.

16 **13. Final Approval Hearing**

17 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
18 reasonableness, and adequacy of the Settlement.

19 **14. Final Approval Order**

20 “Final Approval Order” means the proposed order granting final approval of the Parties’
21 settlement.

22 **15. Final Judgment**

23 “Final Judgment” means a judgment issued by the Court approving this Agreement as
24 binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties
25 within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d,
26 and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v.*
27 *Superior Court*, 46 Cal. 4th 969 (2009).

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2 **16. General Release**

3 “General Release” means the general release of claims by Plaintiff as a class representative,
4 which is in addition to his limited release of claims as a Participating Class Member.

5 **17. Gross Settlement Amount**

6 “Gross Settlement Amount” means a non-reversionary fund in the sum of Two Hundred
7 Ten Thousand Dollars and Zero Cents (\$210,000.00)¹, which shall be paid by Defendants, jointly
8 and severally, from which all payments for the Individual Settlement Payments to Participating
9 Class Members and the Court-approved amount for attorneys’ fees and reimbursement of litigation
10 costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, and the
11 Labor Code Private Attorneys’ General Act, codified at Labor Code section 2698, et seq.
12 (“PAGA”) Penalties, shall be paid. It expressly excludes Employer Taxes, which shall be paid by
13 Defendants separate and apart from the Gross Settlement Amount

14 **18. Individual PAGA Payment**

15 “Individual PAGA Payment” means and refers to the *pro rata* share of the PAGA
16 Payment to which each Aggrieved Employee is entitled.

17 **19. Individual Settlement Payment**

18 “Individual Settlement Payment” means the amount paid from the Net Settlement to a
19 Participating Class Member, excluding any PAGA Payment to which he or she may be entitled to
20 as an Aggrieved Employee.

21 **20. LWDA**

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

23 **21. LWDA Payment**

24 The “LWDA Payment” means the 75% portion of the PAGA Penalties payable to the
25 LWDA.

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28 ¹ As the same may be increased in accordance with Paragraph III, par. 34, below.

1 **22. Net Settlement**

2 “Net Settlement” means the Gross Settlement Amount, less Court-approved Class Counsel
3 Award and Costs, the Service Award, PAGA Payment, LWDA Payment, and Settlement
4 Administration Costs.

5 **23. Notice of Class Action Settlement or Class Notice**

6 “Notice of Class Action Settlement” or “Class Notice” means the Notice of Pendency of
7 Class Action Settlement and date for Final Approval Hearing substantially in the form attached
8 hereto as Exhibit A, which shall include an approximation of each Settlement Class Member’s
9 anticipated Individual Settlement Payment and, when applicable, Individual PAGA Payment. It
10 is the notice approved by the Parties and subject to Court approval explaining the terms of this
11 Agreement and the settlement process, which the Settlement Administrator will mail to each
12 Settlement Class Member.

13 **24. PAGA**

14 “PAGA” refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor
15 Code §§ 2699 et seq.

16 **25. PAGA Payment**

17 “PAGA Payment” means the 25% of the PAGA Penalties collectively attributable to
18 Aggrieved Employees pursuant to PAGA.

19 **26. PAGA Penalties**

20 “PAGA Penalties” refers to the entire amount of the Settlement attributed to PAGA.

21 **27. PAGA Period**

22 “PAGA Period” refers to the time period from May 13, 2018 to June 11, 2021.

23 **28. PAGA Released Claims**

24 “PAGA Released Claims” means any and all claims for civil penalties pursuant to
25 PAGA disclosed to the LWDA in Plaintiff’s Notice to the LWDA pursuant to Labor Code
26 section 2699.3 and alleged in the Operative Complaint filed by Plaintiff in the Class Action.

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1 **29. Participating Class Members**

2 “Participating Class Members” means those Class Members who did not file a valid and
3 timely Request for Exclusion pursuant to section III, paragraph 11 of this Agreement.

4 **30. Parties**

5 “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
6 Plaintiff or Defendants, individually.

7 **31. Plaintiff**

8 “Plaintiff” means Plaintiff JUAN CARLOS RAMIREZ ROBLES.

9 **32. Preliminary Approval Date**

10 “Preliminary Approval Date” means the date on which the Court issues an order granting
11 preliminary approval of the Settlement.

12 **33. Released Claims**

13 “Released Claims” means any and all claims that are asserted in the Operative Complaint
14 and which could have been asserted based on the facts alleged in the Operative Complaint,
15 including, for the duration of the Class Period, any claims for: failure to pay wages/overtime
16 pursuant to Labor Code §§ 510, 1194, and 1197, failure to provide meal periods pursuant to Labor
17 Code §§ 226.7 and 512, failure to provide rest periods pursuant to Labor Code § 226.7 , failure to
18 reimburse expenses pursuant to Labor Code § 2802, failure to issue lawful itemized wage
19 statements pursuant to Labor Code § 226(a), waiting time penalties pursuant to Labor Code § 203,
20 and unfair business practices pursuant to Business & Professions Code § 17200, *et seq* in
21 connection with the Labor Code violations alleged to have been violated in the Operative
22 Complaint (“Class Released Claims”). In addition, for the duration of the PAGA Period, Released
23 Claims shall include all claims for civil penalties sought under PAGA in the Operative Complaint
24 pursuant to Labor Code §§ 226.3, 558, 1197.1 and 2699 for the same alleged violations of the
25 Labor Code alleged in the Class Action.

26 **34. Released Parties**

27 “Released Parties” means Defendants and any of their former and present owners, parents,
28 subsidiaries, affiliates, officers, directors, employees, partners, shareholders, attorneys, agents,

1 successors, assigns, or legal representatives, as well as Ramiro Maldonado.

2 **35. Request for Exclusion**

3 “Request for Exclusion” means a written request to be excluded from the Settlement Class
4 pursuant to section III, par. 12 below.

5 **36. Response Deadline**

6 “Response Deadline” means the date forty-five (45) calendar days after the Settlement
7 Administrator mails the Notice of Class Action Settlement to Settlement Class members in English
8 and Spanish, which is the last date on which Settlement Class members may: (a) submit a Request
9 for Exclusion; (b) file and serve written objections to the Settlement; or (c) dispute their
10 Workweeks contained in the Notice of Class Action Settlement. The date of the postmark shall be
11 the exclusive means for determining whether a Request for Exclusion, written objection, or
12 Workweek Dispute was submitted by the Response Deadline.

13 **37. Settlement**

14 “Settlement” or “Settlement Agreement” means the disposition of the Lawsuit pursuant to
15 this Joint Stipulation of Class Action Settlement and Release of Claims.

16 **38. Settlement Administrator**

17 “Settlement Administrator” means the third-party company that the Parties have jointly
18 selected to be responsible for administering the Settlement. This Settlement Administrator is
19 Phoenix Class Action Administrators (“Phoenix”). The Settlement Administrator will be
20 responsible for administration of the Settlement including, without limitation, translating the Class
21 Notice into Spanish, the distribution of the Individual Settlement Payments and Individual PAGA
22 Payments to be made by Defendants from the Gross Settlement Amount, and related matters under
23 this Agreement.

24 **39. Settlement Administrator Costs**

25 “Settlement Administrator Costs” or “Settlement Administration Costs” shall mean and
26 refer to the amount to be paid to the Settlement Administrator from the Gross Settlement Amount
27 for administration of this Settlement, including, but not limited to, translating the Class Notice to
28 Spanish, the distribution of the Class Notice to the Settlement Class in English and Spanish,

1 calculating Individual Settlement Payments, Individual PAGA Payments, and associated taxes and
2 withholdings, providing declarations, generating Individual Settlement Payment and Individual
3 PAGA Payment checks and related tax reporting forms, doing administrative work related to
4 unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for
5 attorneys' fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service
6 Award, and to the LWDA from the PAGA Penalties, providing weekly reports of opt-outs,
7 objections and related information, and any other actions of the Settlement Administrator as set
8 forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement
9 Administration Costs are estimated not to exceed \$7,500. If the actual amount of the Settlement
10 Administration Costs is less than \$7,500, the difference between \$7,500 and the actual Settlement
11 Administration Costs shall be a part of the Net Settlement Amount. If the Settlement
12 Administration Costs exceed \$7,500, then such excess will be paid solely from the Gross
13 Settlement Amount and Defendants will not be responsible for paying any additional funds in order
14 to pay these additional costs.

15 **40. Workweeks**

16 “Workweeks” means the number of workweeks that a Settlement Class Member was
17 employed by Defendants in a non-exempt, hourly-paid position during the Class Period in
18 California based on his or her hire and termination dates. If a Settlement Class Member disputes
19 his/her Individual Settlement Share, it shall be termed a “Workweek Dispute.”

20 **II. RECITALS**

21 **1. Class Certification.**

22 The Parties stipulate to certification of the Settlement Class under this Agreement for
23 purposes of settlement only.

24 **2. Procedural History.**

25 On August 8, 2018 Plaintiff filed a Class Action Complaint. The Class Action alleges
26 claims for: (1) Failure to Pay Wages Pursuant to Labor Code §§ 1194, and 1197; (2) Failure to Pay
27 Wages for Overtime Pursuant to Labor Code §§ 510 and 1194; (3) Failure to Provide Meal Breaks
28 Pursuant to Labor Code §§ 226.7, 512, 558, and 1198; (4) Failure to Provide Rest Breaks Pursuant

1 to Labor Code § 226.7; (5) Failure to Provide Accurate Itemized Wage Statements Pursuant to
2 Labor Code §§ 226(a); (6) Penalties Pursuant to Labor Code § 203; (7) Failure to Reimburse for
3 Business Expenses Pursuant to Labor Code § 2802; and (8) Violation of Business & Professions
4 Code § 17200 due to its alleged violation of the above-referenced Labor Code sections.

5 On August 3, 2018, Plaintiff filed with the LWDA and served on Defendants a notice under
6 Labor Code section 2699.3 (the “PAGA Notice”) stating he intended to serve as a proxy of the
7 LWDA to recover civil penalties for aggrieved employees. The PAGA Notice includes violations
8 of law originally pled in the Class Action. On May 13, 2019, Plaintiff filed a separate PAGA
9 Action in the Los Angeles County Superior Court, Case No. 19STCV16488, on behalf of himself
10 and aggrieved employees in the PAGA Period as a proxy of the LWDA to recover civil penalties
11 for the Labor Code violations set out in the PAGA Notice.

12 Shortly thereafter, the Parties began to engage in formal discovery to understand the nature
13 of the allegations and the scope of potential liability. Plaintiff’s investigation into the facts was
14 extensive, which included three different sets of written discovery consisting of interrogatories,
15 requests for production, and requests for admission. The formal discovery process took nearly two
16 years to complete, which also included substantial motion practice. The Parties also participated
17 in a joint *Belaire-West* opt-out notice which permitted Plaintiff to communicate with some Class
18 Members regarding the claims made in the Actions. After a nearly two-year discovery process,
19 the Parties agreed to attend mediation.

20 On June 11, 2021, the Parties attended a full-day mediation with experienced mediator Kim
21 Deck, Esq. and with the assistance of the mediator reached a settlement, as provided herein, to
22 settle Plaintiff’s claims on a class and representative-wide basis.

23 Defendants deny any liability or wrongdoing of any kind associated with the claims
24 asserted in Plaintiff’s Complaint, disputes the damages and penalties claimed by Plaintiff, and
25 further contend that, for any purpose other than settlement, Plaintiff’s claims are not appropriate
26 for class or representative action treatment. This Stipulation is a compromise of disputed claims.
27 Nothing contained in this Stipulation, no documents referred to herein, and no action taken to carry
28 out this Stipulation, shall be construed or used as an admission by or against Defendants as to the

1 merits or lack thereof of the claims asserted in this Lawsuit. Defendants contend, among other
2 things, that, at all times, they have complied with all applicable state, federal and local laws related
3 to the Settlement Class members' employment.

4 Class Counsel conducted significant investigation into the facts relevant to the Operative
5 Complaint, including reviewing documents and information provided by Defendants. Based on
6 their own independent investigation and evaluation, Class Counsel is of the opinion that the
7 Settlement with Defendants is fair, reasonable and adequate, and in the best interest of the
8 Settlement Class in light of all known facts and circumstances, including the risks of significant
9 delay, defenses asserted by Defendants, Defendants' financial condition, uncertainties regarding a
10 class and representative action trial on the merits, and numerous potential appellate issues.
11 Although Defendants deny any liability, Defendants are agreeing to this Settlement solely to avoid
12 the cost of further litigation. Accordingly, the Parties and their counsel desire to fully, finally and
13 forever settle, compromise and discharge all disputes and claims arising from or relating to the
14 Actions on the terms set forth herein.

15 **3. Benefits of Settlement to Class Members.**

16 Plaintiff and Class Counsel recognize the expense and length of continued proceedings
17 necessary to litigate their disputes through trial and through any possible appeals. Plaintiff have
18 also taken into account the uncertainty and risk of the outcome of further litigation, and the
19 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
20 the burdens of proof necessary to establish liability for the claims asserted in the Lawsuit, both
21 generally and in response to Defendants' defenses thereto, and the difficulties in establishing
22 damages for the Settlement Class members. Plaintiff and Class Counsel have also taken into
23 account Defendants' agreement to enter into a settlement that confers substantial relief upon the
24 members of the Settlement Class. Based on the foregoing, Class Counsel have concluded that
25 settlement for the consideration and on the terms set forth in this Settlement Agreement, is fair,
26 reasonable, and adequate and is in the best interest of the putative class in light of all known facts
27 and circumstances, including the risk of significant delay, defenses asserted by Defendants,
28 Defendants' financial condition, numerous potential appellate issues, and other risks inherent in

1 litigation.

2 **4. Defendants' Reasons for Settlement**

3 Defendants have concluded that any further defense of this litigation would be protracted
4 and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources have
5 been and, unless this Settlement is completed, will continue to be devoted to, the defense of the
6 claims asserted by Plaintiff and Settlement Class members. Defendants have also taken into
7 account the risks of further litigation in reaching its decision to enter into this Settlement. Even
8 though Defendants continue to contend that they are not liable for any of the claims set forth by
9 Plaintiff in this Lawsuit, Defendants have agreed, nonetheless, to settle in the manner and upon
10 the terms set forth in this Agreement to put to rest the claims in this Lawsuit. Defendants contend
11 that they have complied with all applicable state, federal, and local laws.

12 **5. Settlement of Disputed Claims**

13 This Agreement is a compromise of disputed claims. Defendants have claimed and
14 continue to claim that the Released Claims have no merit and do not give rise to liability.
15 Settlement Class members have claimed and continue to claim that the Released Claims have merit
16 and give rise to liability on the part of Defendants. This Agreement is a compromise of disputed
17 claims. Nothing contained in this Agreement, no documents referred to herein, and no action taken
18 to carry out this Agreement, may be construed or used as an admission by or against the Settlement
19 Class Members or Class Counsel as to the merits or lack thereof of the claims asserted in this
20 Lawsuit. Except as set forth elsewhere herein, in the event that this Agreement is not approved by
21 the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will
22 not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or
23 defenses in the Action, and Defendants will not be deemed to have waived, limited, or affected in
24 any way any of its objections or defenses in the Action. The Parties shall be restored to their
25 respective positions in the Action prior to the entry of this Settlement.

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1 **III. TERMS OF AGREEMENT**

2 **1. Release as To All Participating Class Members**

3 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
4 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
5 Settlement Amount (as the same may be escalated pursuant to this Agreement) and Employer's
6 Taxes necessary to effectuate the Settlement, the Participating Class Members, including Plaintiff,
7 release the Released Parties from the Class Released Claims arising during the Class Period.

8 **2. Release to all Aggrieved Employees**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement,
10 entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
11 Settlement Amount (as the same may be escalated pursuant to this Agreement) and Employer's
12 Taxes necessary to effectuate the Settlement, the Aggrieved Employees, including Plaintiff,
13 release the Released Parties from the PAGA Released Claims arising during the PAGA Period.

14 **3. Release of Claims by Plaintiff**

15 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
16 of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross
17 Settlement Amount (as the same may be escalated pursuant to this Agreement) and Employer's
18 Taxes necessary to effectuate the Settlement, Plaintiff, for himself and his heirs, successors and
19 assigns, releases the Released Parties from all of the Released Claims during the Class Period and,
20 to the extent permitted by law, further waives, releases, acquits and forever discharges the Released
21 Parties from any and all claims, actions, charges, complaints, grievances and causes of action, of
22 whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of
23 the date of this Agreement, including, but not limited to, any and all tort claims, contract claims,
24 wage claims, wrongful termination claims, disability claims, retaliation claims, statutory claims,
25 personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims,
26 fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or
27 other governmental statute, law, regulation or ordinance, including, but not limited to, claims for
28 violation of the FLSA, the California Labor Code, the Wage Orders of California's Industrial

1 Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the
2 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act,
3 Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the
4 California Family Rights Act, the Family Medical Leave Act, California's Whistleblower
5 Protection Act, California Business & Professions Code §§17200 et seq., and any and all claims
6 arising under any federal, state or other governmental statute, law, regulation or ordinance, with
7 the exception of any workers' compensation claims and other claims that cannot be released by
8 way of this Agreement.

9 Plaintiff's release set forth herein includes, to the extent permitted by law, a waiver of all
10 rights under California Civil Code §1542, which provides:

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

17 Plaintiff may hereafter discover claims or facts in addition to, or different from, those
18 which he now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever
19 settle and release any and all claims against the Released Parties, known or unknown, suspected
20 or unsuspected, which exist or may exist on behalf of or against the other at the time of execution
21 of this Agreement, including, but not limited to, any and all claims relating to or arising from
22 Plaintiff's employment with Defendants.

23 **4. Tax Liability**

24 The Parties make no representations as to the tax treatment or legal effect of the payments
25 called for hereunder, and Settlement Class Members are not relying on any statement or
26 representation by the Parties in this regard.

27 **5. Circular 230 Disclaimer**

28 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
and agrees that (1) no provision of this Agreement, and no written communication or disclosure

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

14 **6. Preliminary Approval of Settlement and Declaration of Financial Strain**

15 Plaintiff will move the Court to grant preliminary approval of this Settlement, certifying
16 the Settlement Class for settlement purposes only, directing the mailing of the Class Notice
17 attached hereto as Exhibit "A", and approving the deadlines proposed by the Parties for the
18 submission of Requests for Exclusion, Workweek Disputes, and Objections, the papers in support
19 of Final Approval of the Settlement, and any responses to Objections or opposition papers to the
20 Motion for Final Approval. All Parties agree to work diligently and cooperatively to have this
21 Settlement presented to the Court for preliminary approval. The proposed preliminary approval
22 order shall provide for the Notice of Class Action Settlement to be sent to Settlement Class
23 Members as specified herein.

24 Defendant Angelica Maldonado shall, in consideration for the acceptance of the Gross
25 Settlement Amount in installments, additionally provide a declaration, under penalty of perjury,
26 detailing the corporate defendants' financial hardship. Ms. Maldonado further irrevocably,
27 absolutely and unconditionally guarantees to Plaintiff the prompt and complete payment of the
28 Gross Settlement Amount, including the payment to the appropriate government agency of

1 employer's share of taxes thereon, when due. Ms. Maldonado hereby waives the right to assert
2 any defenses she may have to her liability for the Gross Settlement Amount, including the
3 employer's share of taxes thereon, in case of default by Defendants.

4 **7. Settlement Administrator**

5 Within five (5) calendar days of the Court granting preliminary approval of this Agreement,
6 Defendants shall provide the Settlement Administrator with information with respect to each
7 Settlement Class Member, including his or her: (1) name, last known address(es) and last known
8 telephone number(s); (2) Social Security Number; (3) the hire dates and termination dates for each
9 Settlement Class Member ("Class List"). No later than three (3) days after receipt of the Class
10 Information, the Settlement Administrator shall notify counsel for the Parties that the list has been
11 received and state the number of Settlement Class members. The Class List shall be made
12 available to Class Counsel upon request to ensure compliance with the parameters of this
13 Settlement Agreement.

14 **8. Notice by First Class U.S. Mail**

15 Upon receipt of the Class List, the Settlement Administrator will perform a search based
16 on the National Change of Address Database to update and correct any known or identifiable
17 address changes. Within seven (7) calendar days of preliminary approval of this Settlement, the
18 Settlement Administrator shall mail copies of the Notice of Class Action Settlement to all
19 Settlement Class members via regular First-Class U.S. Mail. The Settlement Administrator shall
20 exercise its best judgment to determine the current mailing address for each Settlement Class
21 Member, including performing a skip-trace to identify any updated addresses. The Settlement
22 Administrator shall maintain a list with names and all addresses to which notice was given, and
23 digital copies of all the Settlement Administrator's records evidencing the giving of notice to any
24 Settlement Class Member, for at least four (4) years from the Final Approval Date.

25 **9. Class Notice**

26 The Class Notice will set forth:

- 27 A. the Settlement Class Member's estimated payment and the basis for it;
28 B. the information required by California Rule of Court, rule 3.766, subdivision (d);

- 1 C. the material terms of the Settlement;
- 2 D. the proposed Settlement Administration Costs;
- 3 E. the definition of the Settlement Class;
- 4 F. a statement that the Court has preliminarily approved the Settlement;
- 5 G. how the Settlement Class Member can obtain additional information, including
- 6 contact information for Class Counsel;
- 7 H. information regarding opt-out and objection procedures;
- 8 I. the date and location of the Final Approval Hearing; and that the Settlement Class
- 9 Member must notify the Settlement Administrator no later than the Response
- 10 Deadline if the Settlement Class Member disputes the accuracy of the number of
- 11 Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a
- 12 Settlement Class Member fails to timely dispute the number of Workweeks
- 13 attributed to him or her in conformity with the instructions in the Class Notice, then
- 14 he or she shall be deemed to have waived any objection to its accuracy and any
- 15 claim to any additional settlement payment based on different data.

16 **10. Undeliverable Notices**

17 Any Notice of Class Action Settlement returned to the Settlement Administrator as

18 undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding

19 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall

20 promptly attempt to determine a correct address by contacting the Settlement Class Member by

21 phone, if possible, and use of skip-tracing. If these efforts are unsuccessful, the Settlement

22 Administrator may use some or other search using the name, address and/or social security number

23 of the Settlement Class Member whose notice was undeliverable, and shall then re-mail all

24 returned, undelivered mail within five (5) calendar days of receiving notice that a notice was

25 undeliverable. Settlement Class Members who receive a re-mailed Notice of Class Action

26 Settlement shall have until the later of: (a) the Responses Deadline; or (b) fifteen (15) calendar days

27 after the remailing of the Notice of Class Action Settlement to opt out, object in writing, or submit

28 a Workweek Dispute.

1 No later than seven (7) calendar days from the Response Deadline, the Settlement
2 Administrator shall provide counsel for the Parties with a declaration attesting to the completion
3 of the notice process, including the number of attempts to obtain valid mailing addresses for and
4 re-sending of any returned Class Notices, as well as the identities, number of, and copies of all
5 Requests for Exclusion and written objections received by the Settlement Administrator.

6 **11. Disputes Regarding Individual Settlement Payments**

7 Settlement Class Members will have the opportunity, should they disagree with
8 Defendants' records regarding the dates of employment stated on their Notice of Class Action
9 Settlement, to provide documentation and/or an explanation to show contrary information by the
10 Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties
11 to determine whether an adjustment is warranted. The Settlement Administrator shall determine
12 the eligibility for, and the amounts of, any Individual Settlement Payments and Individual PAGA
13 Payments under the terms of this Agreement. The Settlement Administrator's determination of
14 the eligibility for and amount of any Individual Settlement Payment and Individual PAGA
15 Payment shall be binding upon the Settlement Class Members, Aggrieved Employees and the
16 Parties. In the absence of circumstances indicating fraud, manipulation or destruction, Defendants'
17 records will be given a rebuttable presumption of accuracy. However, if a Class Member produces
18 evidence to the contrary, the Settlement Administrator will evaluate the evidence submitted by the
19 Class Member and will make the final decision as to the number of Workweeks that should be
20 applied. Should the Parties and the Settlement Administrator be unable to resolve a Workweek
21 Dispute in a manner that is satisfactory to Plaintiff, Defendants, and the disputing party, the Court
22 shall ultimately adjudicate the dispute.

23 **12. Disputes Regarding Administration of Settlement**

24 Any disputes not resolved by the Settlement Administrator concerning the administration
25 of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to
26 any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the
27 disputes without the necessity of involving the Court.

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1 **13. Exclusions**

2 The Notice of Class Action Settlement shall state that Settlement Class Members who wish
3 to exclude themselves from the Settlement must submit a Request for Exclusion by the Response
4 Deadline. The Request for Exclusion must be mailed. The Request for Exclusion: (1) should
5 contain the name, address, Social Security Number, and telephone number of the Settlement Class
6 Member requesting exclusion; (2) should contain a statement expressing that the Settlement Class
7 Member elects to be excluded from the Settlement; (3) should be signed by the Settlement Class
8 Member; and (4) must be postmarked stamped by the Response Deadline. (as the same may be
9 extended due to remailing) and returned to the Settlement Administrator at the specified address
10 or fax number. The date of the postmark on the return mailing envelope on the Request for
11 Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has
12 been timely submitted. Any Settlement Class Member who requests to be excluded from the
13 Settlement Class will not be entitled to any recovery under the Settlement and will not be bound
14 by the terms of the Settlement or have any right to object, appeal, or comment thereon. Settlement
15 Class Members who fail to submit a timely Request for Exclusion on or before the Response
16 Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this
17 Lawsuit if the Settlement is approved by the Court. A Settlement Class Member cannot submit
18 both a Request for Exclusion and an Objection. If a Settlement Class Members submits an
19 objection and a Request for Exclusion, the Request for Exclusion will control and the Objection
20 will be void. Settlement Class Members who submit a valid Request for Exclusion will still be
21 deemed Aggrieved Employees (if applicable), will still receive their Individual PAGA Payment,
22 and will be bound by the release encompassed in the PAGA Released Claims.

23 No later than seven (7) calendar days after the Response Deadline, the Settlement
24 Administrator shall provide counsel for the Parties with a complete list of all Class Members who
25 have timely submitted a Request for Exclusion.

26 **14. Objections**

27 The Notice of Class Action Settlement shall state that Settlement Class Members who wish
28 to object or comment to the Settlement may do so in person at the Final Approval Hearing and/or

1 in writing. Any written objection must be mailed,. Any written objection (“Notice of Objection”)
2 must be sent to the Settlement Administrator by the Response Deadline. The Settlement
3 Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants’
4 counsel and attach it to the declaration it provides to Class Counsel for submission in support of
5 the Motion for Final Approval. The date of mailing on the envelope shall be deemed the exclusive
6 means for determining that a Notice of Objection was timely received. The Notice of Objection
7 must be signed by the Settlement Class Member and should state: (1) the full name of the
8 Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the
9 basis for the objection along with any legal authority; and (4) if the Settlement Class Member
10 intends to appear at the final approval hearing.

11 Either of the Parties may file a responsive document to any objection before the Final
12 Approval Hearing up to five (5) court days before the hearing on the Motion for Final Approval.
13 If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain
14 a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class
15 Member will be bound by the terms of the Settlement in the same way and to the same extent as a
16 Settlement Class Member who does not object. Any attorney who will represent an individual
17 objecting to this Settlement who has not filed a written objection must file a notice of appearance
18 with the Court and serve Class Counsel and counsel for Defendants no later than the Response
19 Deadline. Class Counsel shall not represent any Settlement Class Members with respect to any
20 such objections. Settlement Class Members need not object in writing to be heard at the Final
21 Approval Hearing; they may object or comment in person at the hearing at their own expense.

22 Any Class Member who fails to submit a timely written objection or to present an objection
23 in person at the Final Approval Hearing shall be deemed to have waived any objections and shall
24 be foreclosed from making any objection to the Settlement whether by appeal or otherwise.

25 **15. No Solicitation of Settlement Objections or Exclusions**

26 The Parties agree to use their best efforts to carry out the terms of this Settlement. At no
27 time shall any of the Parties or their counsel seek to solicit Settlement Class Members to submit
28 either written objections to the Settlement or requests for exclusion from the Settlement, or to

1 appeal from the Court's Final Judgment.

2 **16. Funding and Allocation of Gross Settlement Amount**

3 The Gross Settlement Amount shall be paid in three (3) installment payments to the
4 Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an
5 interest-bearing qualified settlement account ("QSF") with an FDIC insured banking institution,
6 for distribution in accordance with this Agreement. and the Court's orders and subject to the
7 conditions described herein. The first payment of fifty thousand dollars and no cents (\$50,000.00)
8 will be made by Defendants to the Al Mohajerian, a Professional Law Corporation, Client Trust
9 Account within twenty-four (24) hours of signing the settlement agreement, and Defendants'
10 Counsel shall confirm that said amount was received within forty-eight (48) hours of the signing
11 of the Settlement Agreement by Defendants. Said amount shall remain in the Al Mohajerian, a
12 Professional Law Corporation, Client Trust Account until the Settlement is approved or until the
13 Court issues a ruling that it will not approve the Settlement without an increase in the Gross
14 Settlement Amount. Defendants' Counsel shall forward said amount to the Settlement
15 Administrator within seven (7) calendar days of final approval of the Settlement. The second
16 payment of fifty thousand dollars and no cents (\$50,000.00) shall be made at final approval of
17 settlement directly to the Settlement Administrator within seven (7) calendar days of final approval
18 of the Settlement. A final payment of one hundred ten thousand dollars and no cents (\$110,000.00)
19 will be made twelve months after final approval of settlement directly to the Settlement
20 Administrator. All interest accrued in the QSA shall be in favor of Participating Class Members
21 and Aggrieved Employees. Individual Settlement Payments for Class Members and Individual
22 PAGA Payments for Aggrieved Employees shall be paid exclusively from the QSA, pursuant to
23 the settlement formula and distributed on a pro-rata basis set forth herein.

24 The money shall be held in trust by the Settlement Administrator and in the case that the
25 Court does not grant final approval of the Settlement, any payments made by Defendants shall be
26 returned to Defendants with the accrued interest going to Participating Class Members.

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1 **17. Net Settlement**

2 The Net Settlement will be determined by the Settlement Administrator by subtracting the
3 Class Counsel Award, Service Award, LWDA Payment, and Settlement Administrator Costs from
4 the Gross Settlement Amount. The PAGA Payment shall not be part of the Net Settlement
5 Amount.

6 This is a non-reversionary Settlement in which Defendants are required to pay the entire
7 Gross Settlement Amount, which includes, the Class Counsel Award, the Service Award,
8 Individual Settlement Payments, PAGA Payment, LWDA Payment, and Settlement Administrator
9 Costs. No portion of the Gross Settlement Amount will revert to Defendants. Defendants' share
10 of payroll taxes and other required withholdings from Individual Settlement Payments, including
11 but not limited to Defendants' FICA and FUTA contributions, shall be paid separately from, and
12 in addition to, the Gross Settlement Amount.

13 **18. Individual Settlement Payments**

14 Individual Settlement Payments shall be paid exclusively from the QSF, pursuant to the
15 settlement formula set forth herein, and shall be mailed within seven (7) calendar days after
16 Defendants deliver the sum of Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000)
17 representing the Gross Settlement Amount as required by this Stipulation, as well as any additional
18 Employer Taxes necessary to effectuate the settlement. In addition, and separate to Gross
19 Settlement Amount, Defendants are also required to pay, and will deliver into the QSF, their share
20 of taxes, including the employer's portion of payroll taxes, including but not limited to, FICA,
21 FUTA, and SDI contributions.

22 All Individual Settlement Payments will be allocated as follows: twenty percent (20%) as
23 wages and eighty percent (80%) as interest and statutory penalties. All Individual PAGA
24 Payments will be allocated as one hundred percent (100%) penalties.

25 **19. Individual PAGA Payments to Aggrieved Employees**

26 Every Aggrieved Employee will receive an Individual PAGA Payment regardless of
27 whether he or she opts out of the Settlement. Each Aggrieved Employee will be mailed a check
28 for their share of the PAGA Payment. If an Aggrieved Employee does not opt out of the Class

1 Settlement, they will receive their PAGA Payment in the same check as their Individual Payment.
2 If an Aggrieved Employee does opt out of the Class Settlement, they will receive a check for their
3 Individual PAGA Payment only.

4 **20. Class Members' and Aggrieved Employees' Payment Ratio**

5 Individual Settlement Payments will be calculated and distributed to Participating Class
6 Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class
7 Members' respective number of Workweeks during the Class Period. Individual PAGA
8 Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees
9 from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number
10 of Workweeks during the PAGA Period. Specific calculations of the Individual Settlement
11 Shares and PAGA Payments to PAGA Aggrieved Employees will be made as follows:

12 **A.** The Settlement Administrator will determine the total number of Workweeks
13 worked by each Settlement Class Member during the Class Period ("Class Member's
14 Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class
15 Members during the Class Period ("Class Workweeks"). Additionally, the Settlement
16 Administrator will determine the total number of Workweeks worked by each Aggrieved
17 Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the
18 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
19 ("PAGA Workweeks").

20 **B.** To determine each Settlement Class Member's Individual Settlement Share, the
21 Settlement Administrator will use the following formula: Individual Settlement Share =
22 (Settlement Class Member's Workweeks ÷ Class Workweeks) × Net Settlement Amount.

23 **C.** To determine each Participating Class Member's Individual Settlement Share, the
24 Settlement Administrator will determine the aggregate number of Workweeks worked by all
25 Participating Class Members during the Class Period ("Participating Class Workweeks") and use
26 the following formula: Individual Settlement Share = (Participating Class Member's Workweeks
27 ÷ Participating Class Workweeks) × Net Settlement Amount.

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1 **D.** The net amount of the Individual Settlement Share is to be paid out to
2 Participating Class Members by way of check and is referred to as “Individual Settlement
3 Payment(s).

4 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
5 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
6 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$2,500.00 (the
7 PAGA Payment). This amount is to be paid out to Aggrieved Employees by way of check. The
8 Settlement payment for a Participating Class Member who is also an Aggrieved Employee will
9 therefore include the Participating Class Member’s Individual Settlement Share and Individual
10 PAGA Payment. A Settlement Class Member who is also an Aggrieved Employee who submits
11 a valid Request for Exclusion will nevertheless be bound by any release of claims under PAGA
12 related to the Released Claims and will still receive their Individual PAGA Payment.

13 **21. Form of Payment to Class Member**

14 The Individual Settlement Payment amount due to each Participating Class Member shall
15 be paid in the form of a check to each Participating Class Member and that check will include their
16 share of the PAGA Payment. Any Class Member who opts out of the Class Settlement will receive
17 a check for their share of the PAGA Payment only

18 **22. Unclaimed Settlement Payment(s)**

19 Individual Settlement Payment checks and Individual PAGA Payments shall remain valid
20 and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
21 Within seven (7) calendar days after expiration of the 180-day period, checks for such payments
22 shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed or
23 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The
24 Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384,
25 shall be transmitted as follows: to Legal Aid at Work, 180 Montgomery St., Suite 600, San
26 Francisco, California 94104 for use in any county in need in Los Angeles. The Settlement
27 Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil
28 Procedure section 384 and the report shall be presented to the Court by Class Counsel along with

1 a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure
2 section 384.

3 **23. Plaintiff Service Award**

4 Plaintiff will request that the Court approve a Service Award of up to \$10,000.00. Subject
5 to Court approval, in exchange for the release of all Released Claims and for his time and effort in
6 bringing and prosecuting this matter, Plaintiff shall be paid a Service Award of up to \$10,000.00.
7 The Service Award shall be paid to Plaintiff from the QSA within seven (7) calendar days after
8 Defendants make the final settlement payment. The Claims Administrator shall issue an IRS Form
9 1099 – MISC to Plaintiff for his respective Service Award. Plaintiff shall be solely and legally
10 responsible to pay any and all applicable taxes on his Service Award. The Service Award shall be
11 in addition to the Plaintiff's Individual Settlement Payment as a Settlement Class Member. Any
12 amount requested by Plaintiff for the Service Award and not granted by the Court shall return to
13 the Net Settlement and be distributed to Participating Class Members as provided in this
14 Agreement.

15 **24. Class Counsel Award**

16 Class Counsel will apply for, and Defendants will not oppose, an award of attorneys' fees
17 in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount (\$210,000.00),
18 which, unless escalated pursuant to this Agreement, amounts to \$73,5000.00. Class Counsel shall
19 further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for
20 reimbursement of actual cost associated with Class Counsel's prosecution of this matter as set
21 forth by declaration testimony in the amount up to \$35,000.00, according to proof. Awards of
22 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
23 attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement
24 in the Action. The "future" aspect of the amounts stated herein includes, without limitation, all
25 time and expenses expended by Class Counsel (including any appeals therein). There will be no
26 additional charge of any kind to either the Settlement Class Members or request for additional
27 consideration from Defendants for such work unless there is a breach of this Agreement by
28 Defendants that Plaintiff and/or Class Counsel are required to rectify through motion practice or

1 otherwise. Should the Court approve attorneys' fees and/or litigation costs and expenses in
2 amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall
3 be a part of the Net Settlement Amount.

4 So long as there are no objections, Class Counsel shall be paid any Court-approved fees
5 and costs no later than seven (7) calendar days after Defendants make the final settlement payment.
6 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment
7 made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 –
8 MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is not
9 contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and
10 costs. Any amount requested by Class Counsel for the Class Counsel Award and not granted by
11 the Court shall return to the Net Settlement and be distributed to Participating Class Members as
12 provided in this Agreement.

13 **25. Settlement Administrator Costs.**

14 The Parties agree to allocate up to \$7,500 of the GSA for Settlement Administrator Costs.
15 The Settlement Administrator shall have the authority and obligation to make payments, credits
16 and disbursements to Settlement Class Members in the manner set forth herein, calculated in
17 accordance with the methodology set out in this Agreement and orders of the Court. The Parties
18 agree to cooperate in the Settlement administration process and to make all reasonable efforts to
19 control and minimize the cost and expenses incurred in administration of the Settlement.

20 **26. Responsibilities of the Settlement Administrator**

21 The Settlement Administrator shall be responsible for the following: processing and
22 mailing payments to Plaintiff, Class Counsel, Participating Class Members and Aggrieved
23 Employees; printing, translating the Class Notice to Spanish, mailing the Class Notice and tax
24 forms to the Participating Class Members as directed by the Court; receiving and reporting the
25 requests for exclusion and objections submitted by Settlement Class Members; distributing and
26 responding to inquiries about the Class Notice and calculating all amounts to be paid from the
27 Gross Settlement Amount, providing declaration(s) as necessary in support of preliminary and/or
28 final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders

1 the Claims Administrator to perform. The Claims Administrator shall keep the Parties timely
2 apprised of the performance of all Claims Administrator responsibilities.

3 In addition to any duties set out herein, the Settlement Administrator shall provide notice
4 of the Final Judgment entered in the Action by posting the same on its website for a period of three
5 (3) years after Judgment.

6 **27. Settlement Administrator Fees**

7 The Claims Administrator shall be paid the Settlement Administrator Costs seven (7)
8 calendar days after Defendants make the final settlement payment. If the actual Settlement
9 Administrator fees are less than \$7,500, the difference will remain a part of the Net Settlement
10 Amount.

11 **28. Payment to the LWDA**

12 A total payment of \$10,000.00 from the Gross Settlement Amount will be allocated as the
13 PAGA Penalties to be paid as penalties under the Labor Code Private Attorneys General Act of
14 2004, to the LWDA. Seventy-five percent (75%) of the PAGA Payment will be paid to the LWDA
15 (\$7,500.00) and the remaining twenty-five (25%) shall be distributed to Aggrieved Employees on
16 a *pro rata* basis as described in section III paragraph 17 and paragraph 18.

17 **29. Final Approval Hearing and Entry of Final Judgment**

18 Upon expiration of the Response Deadline, with the Court's permission, a final approval
19 hearing shall be conducted to determine final approval of the Settlement along with the amount
20 properly payable for: (i) the Class Counsel Award; (ii) the Service Award; (iii) Individual
21 Settlement Payments; (iv) the Claims Administrator Costs; and (v) PAGA Penalties.

22 **30. Final Approval Order**

23 Plaintiff will request, and Defendants will concur in said request, that the Court enter,
24 after the Final Approval Hearing, a Final Approval Order. Plaintiff will request that the Final
25 Approval Order certify the Settlement Class; find that this Agreement is fair, just, adequate, and
26 in the best interests of the Class; and require the Parties to carry out the provisions of this
27 Agreement.

28 ///

1 **31. Nullification of Settlement Agreement**

2 In the event: (i) it becomes impossible to secure approval of the Settlement by the Court
3 and the LWDA, the Court denies final approval of the Settlement; (ii) the LWDA intervenes or
4 objects; or (iii) the Settlement is voided or approval is reversed on appeal, this Settlement
5 Agreement shall be null and void and shall have no force or effect and no Party shall be bound by
6 its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders
7 when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement
8 specifically stated to survive the Settlement Agreement being voided or not approved, and which
9 control in such an event.

10 **32. Increase in Class Members**

11 It was represented to Class Counsel that the Settlement Class is estimated to be 230 people
12 with a 10-person buffer. Upon receipt of the Class Data, the Settlement Administrator shall
13 confirm to Plaintiff that the Class Data is consistent with these representations.

14 **33. Escalator Clause**

15 **For any additional employee included in the Class List provided to the Third-Party**
16 **Administrator for administration above 230 employees, an additional \$1,217.39 will be**
17 **added to the Gross Settlement Amount.**

18 **34. No Effect on Employee Benefits**

19 Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement
20 shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for,
21 or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.)
22 of Plaintiff or Settlement Class Members.

23 **35. Exhibits and Headings**

24 The terms of this Agreement include the terms set forth in any attached Exhibits, which are
25 incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are
26 an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this
27 Agreement are inserted for convenience of reference only and do not constitute a part of this
28 Agreement.

1 **36. Interim Stay of Proceedings**

2 Upon full execution of this Agreement, the Parties agree that based upon Code of Civil
3 Procedure §583.310 (“the 5-year rule”), the Lawsuit shall be stayed in its entirety except for the
4 proceedings necessary to implement and complete the Settlement.

5 **37. Amendment or Modification**

6 This Agreement may be amended or modified only by a written instrument signed by
7 counsel for all Parties or their successors-in-interest and court approval.

8 **38. Entire Agreement**

9 Apart from the fully executed Memorandum of Understanding, which the Parties
10 specifically agree to integrate herein, this Agreement and any attached Exhibits constitute the
11 entire Agreement among these Parties, and no oral or written representations, warranties, or
12 inducements have been made to any Party concerning this Agreement or its Exhibits other than
13 the representations, warranties, and covenants contained and memorialized in the Agreement and
14 its Exhibits. The Parties are entering into this Agreement based solely on the representations and
15 warranties herein and not based on any promises, representation, and/or warranties not found
16 herein.

17 **39. Authorization to Enter into Settlement Agreement**

18 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
19 whom they represent to negotiate this Agreement and to take all appropriate actions required or
20 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
21 execute any other documents required to effectuate the terms of this Agreement. The Parties and
22 their counsel will cooperate with each other and use their best efforts to affect the implementation
23 of the Settlement. In the event the Parties are unable to reach agreement on the form or content of
24 any document needed to implement the Settlement, or on any supplemental provisions that may
25 become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of
26 the mediator and the Court to resolve such disagreement. The persons signing this Agreement on
27 behalf of Defendants represent and warrant that they are authorized to sign this Agreement on
28 behalf of Defendants. Plaintiff represents and warrants that he is authorized to sign this Agreement

1 and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-
2 party.

3 **40. No Third-Party Beneficiaries**

4 Plaintiff, Participating Class Members, Class Counsel, and Defendant are direct
5 beneficiaries of this Agreement, but there are no third-party beneficiaries.

6 **41. California Law Governs**

7 All terms of this Agreement and the Exhibit hereto shall be governed by and interpreted
8 according to the laws of the State of California.

9 **42. Counterparts**

10 This Agreement may be executed in one or more counterparts. All executed counterparts
11 and each of them shall be deemed to be one and the same instrument.

12 **43. Jurisdiction of the Court**

13 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
14 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
15 Agreement and all orders and judgments entered in connection therewith, and the Parties and their
16 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
17 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
18 connection therewith. All terms of this Agreement are subject to approval by the Court. In the
19 event any Party to this Agreement fails to materially comply with the Agreement, including to
20 timely fund the Agreement, the Party deemed by the court to be the prevailing party in such a
21 motion for enforcement shall be entitled to, in addition to any other relief provided by law and/or
22 equity, such reasonable attorneys' fees and statutory costs found by the court to be reasonably
23 necessary in: (1) establishing, enforcing, or maintaining the applicability or validity of this
24 Agreement or any of its terms; (2) establishing the breach; (3) remedying the breach; and (4)
25 recovering damages therefor; and/or (5) successfully collecting on any such court-ordered
26 damages, including, without limitation, under Code of Civil Procedure sections 685.050 and
27 1033.5(a)(1) and (a)(10).

28 ///

1 **44. Interpretation of the Agreement**

2 This Agreement constitutes the entire agreement between Plaintiff and Defendants with
3 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
4 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
5 oral or written representations or terms shall modify, vary or contradict its terms. In entering into
6 this Agreement, the Parties agree that this Agreement is to be construed according to its terms and
7 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
8 enforced under the laws of the State of California, both in its procedural and substantive aspects,
9 without regard to its conflict of law provisions. Any claim arising out of or relating to the
10 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
11 Court of the State of California for the County of Los Angeles, and Plaintiff and Defendants hereby
12 consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith.
13 Plaintiff, on Plaintiff's own behalf and on behalf of the Settlement Class, and Defendants
14 participated in the negotiation and drafting of this Agreement and had available to them the advice
15 and assistance of independent counsel. As such, neither Plaintiff nor Defendants may claim that
16 any ambiguity in this Agreement should be construed against the other. The Agreement may be
17 modified only by a writing signed by counsel for the Parties and approved by the Court

18 **45. Invalidity of Any Provision**

19 In the event that one or more of the provisions contained in this Agreement shall for any
20 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
21 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
22 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as
23 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

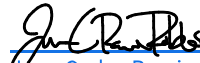
24 WHEREFORE, Plaintiff, on behalf of himself and the Settlement Class members, and
25 Defendants have executed this Agreement as of the dates set forth below.

26 **IT IS SO AGREED:**

27 [Signatures on Following Page]

1 Oct 3, 2022

2 Dated: January _____ 2022



Juan Carlos Ramirez Robles (Oct 3, 2022 16:22 PDT)

JUAN CARLOS RAMIREZ ROBLES

3
4
5 Dated: January _____ 2022

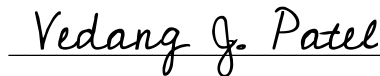
ANGELICA M. MALDONADO
*For herself and Defendants FM Mexican Grill Inc
and Mi Ranchito Mexican Grill Inc*

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8 **APPROVED AS TO FORM AND CONTENT:**

9 Dated: ~~January _____ 2022~~

BIBIYAN LAW GROUP, P.C.

10 December 1, 2022



11 David D. Bibiyan, Esq. ; Vedang J. Patel, Esq.
12 Attorney for Plaintiff Juan Carlos Ramirez Robles

13
14 Dated: January _____ 2022

MOHAJERIAN APLC

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16 Al Mohajerian, Esq.
17 Attorneys for Defendants
18 FM Mexican Grill Inc, Mi Ranchito Mexican Grill
19 Inc, and Angelica M. Maldonado
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Dated: January _____ 2022

JUAN CARLOS RAMIREZ ROBLES

Dated: January _____ 2022

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ANGELICA M. MALDONADO

*For herself and Defendants FM Mexican Grill Inc
and Mi Ranchito Mexican Grill Inc*

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BIBIYAN LAW GROUP, P.C.

David D. Bibiyan. Esq.
Attorney for Plaintiff Juan Carlos Ramirez Robles

Dated: January _____ 2022

MOHAJERIAN APLC

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Inc, and Angelica M. Maldonado