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ex rel. JOSE L. RODRIGUEZ-RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH

STATE OF CALIFORNIA  
ex rel. JOSE L. RODRIGUEZ-RAMIREZ,  
  
Plaintiff,

vs.

CANTEEN OF COASTAL CALIFORNIA,  
INC.; and DOES 1 through 25, inclusive,  
  
Defendants.

CASE NO: 20CVP-0121

*Assigned for All Purposes to:  
Hon. Linda D. Hurst – Dept. PR2*

**STIPULATION FOR ENTRY OF  
PROPOSED ORDER AND JUDGMENT  
GRANTING APPROVAL OF PAGA  
SETTLEMENT**

*Trial Date: None*

*Complaint Filed: March 27, 2020*

Plaintiff JOSE L. RODRIGUEZ-RAMIREZ, as Private Attorney General, and Defendant, CANTEEN OF COASTAL CALIFORNIA, INC, hereby respectfully request that this Court enter the proposed order and judgment submitted concurrently herewith to effectuate the settlement entered between the parties.

Plaintiff filed a claim under the Private Attorneys General Act (“PAGA”) with the State of California. After exhausting PAGA’s administrative procedure, Plaintiff filed this action on March

1 27, 2020, on behalf of the State and approximately ninety-five (95) allegedly aggrieved employees  
2 of Defendant.

3 The Complaint alleges twelve (12) causes of action: (1) Failure to Pay Minimum Wages  
4 Owed; (2) Failure to Pay Overtime Wages Owed; (3) Failure to Provide or Pay for Recovery  
5 Periods; (4) Failure to Provide Timely Rest Periods; (5) Untimely Payment of Wages; (6) Failure  
6 to Keep Accurate Records of Hours Worked; (7) Failure to Issue and Keep Records of Wage  
7 Statements; (8) Failure to Pay Wages at Termination; (9) Violation of Heat Illness Prevention  
8 Health-and-Safety Standards; (10) Failure to Maintain and Repair Vehicles; (11) Requiring Unsafe  
9 Work and Failure to Provide Safe Workplace, Practices, and Processes; and (12) Failure to Include  
10 Name of Legal Entity Employer on Wage Statements.

11 On January 18, 2020, the parties attended mediation with Mr. Jeffrey Krivis. The parties  
12 reached a settlement agreement, which the parties recently memorialized in a long-form settlement  
13 agreement, a copy of which is attached hereto as **Exhibit 1**.

14 In sum, the parties' agreement required Defendant to pay a total of \$102,000, including  
15 \$10,000 directly to Plaintiff in exchange for a general release; \$33,660 in attorneys' fees; costs not  
16 to exceed \$10,000; \$5,000 to be paid for Claims Administration Costs; \$750 to be distributed to  
17 the Labor & Workforce Development Agency; \$25 to each exempt employee attributable to the  
18 Twelfth Cause of Action; and the remainder to be apportioned among the Aggrieved Employees  
19 based on the number of workweeks worked during the Settlement Period.

20 Pursuant to Labor Code § 2699(1)(2), "the superior court shall review and approve any  
21 settlement of any civil action filed pursuant to this part. The proposed settlement shall be  
22 submitted to the agency at the same time that it is submitted to the Court." As required, the parties  
23 confirm that prior to filing this Stipulation, Plaintiff has submitted this document including Exhibit  
24 1 to the LWDA.

25 ///

26 ///

27 ///

28 ///

1 The parties respectfully request that this Court enter the proposed Order and Judgment  
2 Granting Approval of PAGA Settlement submitted concurrently herewith.

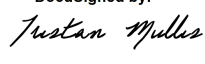
3 DATED: 3/19/2021

**WORKWORLD LAW CORP.**  
A Professional Corporation

5 DocuSigned by:  
6   
By: 44675A9129AE4A3...  
7 RUBEN ESCOBEDO  
8 Attorney for Plaintiff, JOSE L. RODRIGUEZ-  
RAMIREZ

9 DATED: 3/25/2021

**PETTIT KOHN INGRASSIA LUTZ &  
DOLIN PC**

12 DocuSigned by:  
13   
By: 24A05EFAF0244E6...  
14 TRISTAN A. MULLIS  
15 SEVADA HAKOPIAN  
16 Attorney for Defendant, CANTEEN OF  
17 COASTAL CALIFORNIA, INC.

# Exhibit 1

## SETTLEMENT AGREEMENT

### RECITALS

1. On March 27, 2020, Plaintiff Jose L. Rodriguez-Ramirez ("Plaintiff") filed a Complaint against Canteen of Coastal California, Inc. ("Defendant"), San Luis Obispo County Superior Court Case No. 20CVP-0121 ("Action"). Prior to filing the action, Plaintiff submitted a Notice of Claims under the Private Attorneys General Act of 2004 ("PAGA") to the California Department of Industrial Relations, Labor and Workforce Development Agency ("LWDA").

2. Plaintiff alleges that Defendant engaged in the following unlawful conduct: (1) Failure to Pay Minimum Wages Owed; (2) Failure to Pay Overtime Wages Owed; (3) Failure to Provide or Pay for Recovery Periods; (4) Failure to Provide Timely Rest Periods; (5) Untimely Payment of Wages; (6) Failure to Keep Accurate Records of Hours Worked; (7) Failure to Issue and Keep Records of Wage Statements, (8) for Failure to Pay Wages at Termination; (9) Violation of Heat Illness Prevention Health-and-Safety Standards; (10) Failure to Maintain and Repair Vehicles; (11) Requiring Unsafe Work and Failure to Provide Safe Workplace, Practices, and Processes; and (12) Failure to Include Name of Legal Entity Employer on Wage Statements.

3. Plaintiff, on behalf of the State of California, seeks relief for all other exempt and non-exempt similarly situated current and former aggrieved employees of Defendant who worked for Defendant or was terminated at any time from January 17, 2019, through the resolution of this action (the "Aggrieved Employees").

4. On behalf of himself and the Aggrieved Employees, Plaintiff seeks civil penalties, attorneys' fees, and costs pursuant to California Labor Code section 2699, subdivisions (f) and (g). Defendant has filed an answer to Plaintiff's Complaint denying Plaintiff's allegations and asserting various affirmative defenses.

5. The Parties understand, acknowledge, and agree that this Private Attorney General Act Settlement Agreement constitutes a compromise of Plaintiff's and Aggrieved Employees' PAGA claims, and that it is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Claims that Plaintiff and all Aggrieved Employees have against Defendant

1 or any persons or companies affiliated with Defendant. The Parties further acknowledge that this  
2 Agreement is a compromise of disputed claims and that nothing in this Agreement shall be  
3 construed as an admission by Defendant of liability.

4 6. Plaintiff's counsel of record, Ruben Escobedo of WorkWorld Law Corp., APC, and  
5 Mohammed K. Ghods, Esq., and Jeremy A. Rhyne, Esq. of Lex Opus, represent as follows:  
6 Plaintiff's Counsel has diligently pursued an investigation of the proposed Aggrieved Employees'  
7 claims against Defendant, any and all applicable defenses, and the applicable law. The  
8 investigation included, *inter alia*, the exchange of information pursuant to formal and informal  
9 discovery; numerous conferences between Plaintiff's Counsel and Defendant's counsel; review and  
10 analysis of time and Aggrieved Employees' wage records that were audited for each of the claims  
11 in the action on a system-wide basis; review and analysis of Defendant's employment policies; and  
12 interviews of Defendant's non-exempt employees. Based on the foregoing data and on the parties'  
13 own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that this  
14 settlement, for the consideration and on the terms set forth in this Agreement ("Settlement" or  
15 "Settlement Agreement"), which was reached after extensive arms-length negotiations, including  
16 mediation, is fair, reasonable and adequate, and is in the best interest of the Settlement Beneficiaries  
17 (as defined below) in light of all known facts and circumstances, including the risk of not proving  
18 system-wide violations, significant delay and uncertainty associated with litigation, various  
19 defenses asserted by Defendant, and numerous potential appellate issues.

## 20 DEFINITIONS

21 The following definitions are applicable to this Settlement Agreement. Definitions  
22 contained elsewhere in this Settlement Agreement also shall be effective.

23 7. "Action" means and includes the action titled *Rodriguez-Ramirez v. Canteen of*  
24 *Coastal California, Inc.* (San Luis Obispo County Superior Court Case No. 20CVP-0121).

25 8. "Claims Administrator" means ILYM Group, Inc. or any other experienced third-  
26 party class/representative action settlement claims administrator approved of by the Parties and  
27 approved of by the Court for the purposes of administering this Settlement.  
28

1           9.       “Claims Administration Costs” means the cost payable to the Claims Administrator  
2 for administering this Settlement, including, but not limited to calculating estimated amounts per  
3 Aggrieved Employee, distributing the LWDA Payment, and Individual Settlement Payment from  
4 the Net Settlement Fund, and Plaintiff’s Counsel’s Fees and Expenses, providing necessary reports  
5 and declarations, and other duties and responsibilities set forth herein to process this Settlement, as  
6 requested by the Parties. The Claims Administration Costs are estimated to be \$5,000. All Claims  
7 Administration Costs will be paid from the Maximum Settlement Fund, including any reasonable  
8 costs in excess of the amount originally represented by the Claims Administrator as being the  
9 maximum costs necessary to administer the Settlement.

10           10.       “Plaintiff’s Counsel” is Ruben Escobedo, Esq., Mohammed K. Ghods, Esq., and  
11 Jeremy A. Rhyne, Esq.

12           11.       “Plaintiff’s Counsel’s Fees and Expenses” means attorneys’ fees and costs agreed  
13 upon by the Parties and approved by the Court for Plaintiff’s Counsel’s litigation and resolution of  
14 this Action, and all fees and costs incurred and to be incurred by Plaintiff’s Counsel in the Action,  
15 including, but not limited to, attorneys’ fees, fees and costs associated with documenting the  
16 Settlement, providing any notices required as part of the Settlement or Court order, securing the  
17 Court’s approval of the Settlement, administering the Settlement, obtaining entry of the Judgment  
18 terminating this Action, resolving any disputes that would arise out of or relating to the  
19 administration and/or performance of the terms of this Settlement Agreement, and expenses for any  
20 experts. The Plaintiff’s Counsel’s Fees and Expenses shall not include the Claims Administration  
21 Costs. Subject to Court approval, Plaintiff’s Counsel will receive one third (1/3) of the Maximum  
22 Settlement Fund – (\$33,660) – plus Plaintiff’s Counsel’s expenses, not to exceed \$10,000.  
23 Defendant agrees that it will not oppose the Court’s approval of Plaintiff’s Counsel’s Fees of up to  
24 \$33,660.

25           12.       In consideration of the awarded attorneys’ fees and expenses, Plaintiff’s Counsel  
26 waives all claims to any further attorneys’ fees and expenses in connection with the Action. To the  
27 extent the Court awards less than the requested attorneys’ fees and/or expenses to Plaintiff’s  
28

Counsel, the amounts reduced shall be available in the Net Settlement Fund to pay the Individual Settlement Payments to the Aggrieved Employees as defined in Section 3.3 below.

13. "Settlement Beneficiary List" means a list of Aggrieved Employees that Defendant will diligently and in good faith compile from their records. The Settlement Beneficiary List shall be formatted as a Microsoft Office Excel spreadsheet and shall include each Aggrieved Employee's full name; last known address; Social Security number; "exempt"/"non-exempt" status; (for non-exempt employees) the total number of workweeks worked during the Settlement Period as an hourly-paid employee; and any other relevant information needed to calculate settlement payments.

14. "Settlement Period" means the period from January 17, 2019, through the date of execution of this Settlement Agreement.

15. "Individual Claim" means the amount to be paid to Plaintiff who is asserting a claim in his individual capacity; Plaintiff is also asserting a claim under the PAGA. Defendant agrees to pay the Individual Claims as follows: \$10,000.00 to Plaintiff. The Individual Claim shall be in addition to the Individual Settlement Payment (as defined below) that Plaintiff will be eligible to receive as a Settlement Beneficiary.

16. "Court" means the Superior Court of the State of California, County of San Luis Obispo, Paso Robles Branch, or any other court taking jurisdiction of the litigation.

17. "Defendant" means Canteen of Coastal California, Inc.

18. "Defendant's Counsel" is Tristan A. Mullis and Sevada Hakopian.

19. "Effective Date" means the date on which the Court grants final Approval of the Settlement.

20. "Individual Release" means the release included on the Notice of Settlement under the Private Attorneys General Act of 2004 and includes all Released Claims.

21. "Individual Settlement Payment" means each Settlement Beneficiary's share of the Net Settlement Fund calculated in accordance with the formulae set forth in Section 3.2 below.

22. "Judgment" refers to the judgment entered by the Court in conjunction with an order approving this Settlement and releasing the Released Claims specified herein.

1           23.    “LWDA Payment” means the amount to be paid to the California Labor and  
2           Workforce Development Agency (“LWDA”) pursuant to California Labor Code section 2699,  
3           subdivision (i). The parties have negotiated and agreed that \$1,000 in penalties shall be allocated  
4           to the PAGA claims out of the Maximum Settlement Fund. Accordingly, 75% of the \$1,000.00, or  
5           750.00, shall be paid from the Maximum Settlement Fund to the LWDA, subject to the Court  
6           approving this Settlement Agreement. The remaining 25%, or \$250.00, shall be allocated as part  
7           of the Individual Settlement Payments.

8           24.    “Maximum Settlement Fund” means the maximum value of the settlement and  
9           maximum amount to be paid by Defendant in this Action. The Maximum Settlement Fund shall  
10          be \$102,000.00, inclusive of the Net Settlement Fund, Claims Administration Costs, the Individual  
11          Claim, the Exempt Employee Payment, LWDA Payment, and Plaintiff’s Counsel’s Fees and  
12          Expenses, and any other amounts related to this Settlement Agreement.

13          25.    “Net Settlement Fund” means the portion of the Maximum Settlement Fund  
14          remaining after deduction of the Individual Claim, LWDA Payment, Claims Administrator’s Costs,  
15          Plaintiff’s Counsel’s Fees and Expenses, and Exempt Employee Payment which will be available  
16          for distribution to Settlement Beneficiaries.

17          26.    “Aggrieved Employees” means all current and former employees employed by  
18          Defendant in the State of California during the Settlement Period.

19          27.    “Notice of Judgment” means the notice provided to Aggrieved Employees and to  
20          the LWDA after Judgment has been entered by the Court. Notice of Judgment shall be given to  
21          Aggrieved Employees by posting the Judgment on the Claims Administrator’s website. The  
22          Claims Administrator will post the Notice of Judgment within one (1) business day of the Claims  
23          Administrator’s receipt of the Judgment from Plaintiff’s Counsel and will notify counsel for the  
24          Parties once it has been posted. Plaintiff’s Counsel will give notice of the Judgment to the LWDA  
25          within three (3) days of entry of Judgment.

26          28.    “Notice of Settlement under the Private Attorneys General Act of 2004” means the  
27          notice advising the Aggrieved Employees of their rights under this Settlement Agreement. Each  
28

1 Aggrieved Employee's Notice of Settlement under the Private Attorneys General Act of 2004 will  
2 list: (1) (for non-exempt employees) the Aggrieved Employee's number of workweeks during the  
3 Settlement Period based on Defendant's business records; (2) the Aggrieved Employee's Individual  
4 Settlement Payment; and (3) the Released Claims. The Individual Settlement Payment listed on  
5 the Notice of Settlement under the Private Attorneys General Act of 2004 will be calculated based  
6 on the assumption that all Aggrieved Employees are eligible for Individual Settlement Payments.

7 29. "Parties" means Plaintiff and Defendant, collectively.

8 30. "Plaintiff" means Jose L. Rodriguez-Ramirez.

9 31. "Approval" means the Court's order granting approval of the Settlement Agreement.

10 32. "Released Claims" for the "Aggrieved Employees" shall include: Any and all  
11 claims, rights, demands, charges, causes of action, lawsuits, complaints, obligations, penalties,  
12 fines, promises, agreements, controversies and liabilities, known and unknown, (collectively,  
13 "Claims") for any relief whatsoever, including monetary, injunctive, or declaratory, whether direct  
14 or indirect, whether suspected or unsuspected, whether contingent or vested, arising from or related  
15 in any way to any of the allegations in the Action from the period of January 17, 2019, through the  
16 date of Approval, including but not limited to allegations that Defendant or any Released Party is  
17 responsible for any of the following: (1) Failure to Pay Minimum Wages Owed; (2) Failure to Pay  
18 Overtime Wages Owed; (3) Failure to Provide or Pay for Recovery Periods; (4) Failure to Provide  
19 Timely Rest Periods; (5) Untimely Payment of Wages; (6) Failure to Keep Accurate Records of  
20 Hours Worked; (7) Failure to Issue and Keep Records of Wage Statements, (8) for Failure to Pay  
21 Wages at Termination; (9) Violation of Heat Illness Prevention Health-and-Safety Standards; (10)  
22 Failure to Maintain and Repair Vehicles; (11) Requiring Unsafe Work and Failure to Provide Safe  
23 Workplace, Practices, and Processes; and (12) Failure to Include Name of Legal Entity Employer  
24 on Wage Statements.

25 33. The Released Claims include all claims pleaded or which could have been pleaded  
26 in the Action arising from any of the facts alleged therein, including but not limited to claims of  
27 any and every nature based on any of the statutory provisions identified therein, and all penalty  
28

claims, no matter how pleaded.

34. "Released Parties" means Defendant, and any related entities and businesses, former and present officers, officials, directors, administrators, attorneys, shareholders, respective agents, general agents, insurers, reinsurers, payroll companies, representatives, owners, stockholders, policyholders, partners, employees, trustees heirs, successors, predecessors, assigns and subsidiaries, and any other individual or entity who could have been named as a potential Defendant in this Action.

35. "Settlement Beneficiaries" refers to and includes all Aggrieved Employees.

36. "Workweek" means any calendar week in which any hourly-paid work was performed by Aggrieved Employees in California during the Settlement Period.

### TERMS OF AGREEMENT

The Plaintiff, on behalf of himself, the State of California, and Settlement Beneficiaries, and Defendant, agree as follows:

#### 1. **General**

1.1 Incorporation of Recitals and Definitions into Terms of Agreement. The Parties hereby agree that all of the "Recitals" and "Definitions" referenced hereinabove in this Settlement Agreement are hereby incorporated by reference into this Settlement Agreement as material terms of this Settlement Agreement.

1.2 Terms of Agreement Subject to Court Approval. This Settlement Agreement is made and entered into by and between Plaintiff and Defendant subject to the terms and conditions hereof. The Parties expressly acknowledge that this Settlement is entered into solely for the purpose of compromising highly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendant. The Parties agree that this Settlement Agreement, and the intention of Defendant to enter into this Settlement Agreement shall not be evidence of liability or admissible in any forum or proceeding, other than to enforce the terms of the Settlement Agreement, including as against any Settlement Beneficiary who asserts a Released Claim(s) in any forum. Except for payment of the Individual Claims, all terms set forth in this Settlement Agreement are subject to

1 Court approval. The Plaintiff shall apply to the Court for approval of the Settlement Agreement  
2 for purposes of effectuating this Settlement. Defendant shall support this application. Should the  
3 Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects  
4 of the Settlement, Defendant shall have no obligation to make payment of the Maximum Settlement  
5 Fund, or Plaintiff's Counsel's Fees and Expenses, and any release obtained through this process  
6 (i.e., resolution of the Action) from any Settlement Beneficiary shall be void for want of  
7 consideration.

8 **2. Defendant's Obligations Under the Settlement Agreement**

9 2.1 Payment of Settlement Fund. Within seven (7) days of Approval of this  
10 Settlement Agreement, Defendant shall deliver the Maximum Settlement Fund to the Claims  
11 Administrator.

12 2.2 Distribution of Maximum Settlement Fund. No later than seven (7) days  
13 following entry of Judgment, the Claims Administrator shall be authorized to pay the remaining  
14 Maximum Settlement Fund, which will be used as follows: (1) the pay Individual Claims; (2) to  
15 satisfy the Individual Settlement Payments owed to the Settlement Beneficiaries, as specified  
16 herein; (3) to satisfy the LWDA Payment, as specified herein; (4) to pay the Claims  
17 Administration Costs, as specified herein; (5) Pay the Exempt Employee Payment; (6) and to pay  
18 the Court-approved Plaintiff's Counsel's Fees and Expenses, in an amount not to exceed \$33,660  
19 and costs incurred not to exceed \$10,000. The Maximum Settlement Fund shall also be used to  
20 pay Defendant's portion of employer-side payroll taxes, including Defendant's employer-side  
21 FICA and FUTA obligations and other applicable employer-side payroll taxes that will be paid  
22 for the wage-related portion of the Individual Claim. All portions of the Individual Claim and  
23 any Individual Settlement Payment made to Aggrieved Employees shall be classified as penalties  
24 and, if required by applicable state and/or federal law, be reported on an IRS Form 1099 that shall  
25 be provided to the Aggrieved Employees.

26 2.2.1 LWDA Payment. The Parties have negotiated and agreed that  
27 \$1,000 is being paid as consideration for a full and complete release of any claim that civil penalties  
28

1 payable to the LWDA are owed in connection with the Defendant's alleged violations of Private  
2 Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Accordingly, 75% of  
3 this amount (\$750.00) shall be paid from the Maximum Settlement Fund to the LWDA in  
4 satisfaction of any claim for civil penalties owed to the LWDA under PAGA for the practices  
5 complained of by Plaintiff, subject to the Court approving this Settlement Agreement. The  
6 remaining 25% (\$250.00) shall be included in the Net Settlement Fund and distributed to Settlement  
7 Beneficiaries as part of the Individual Settlement Payments.

8                   2.2.2 Claims Administration Costs. The Claims Administrator shall be  
9 paid for the costs of administration of the Settlement and distribution of all payments from the  
10 Maximum Settlement Fund, including but not limited to, printing, distributing, calculating and  
11 distributing the Maximum Settlement Fund, withholding and reporting taxes, preparing and  
12 distributing appropriate 1099 forms to Aggrieved Employees who receive payments, responding to  
13 inquiries made by the Aggrieved Employees, providing necessary reports and declarations, and all  
14 other responsibilities delegated to the Claims Administrator in this Agreement or ordered by the  
15 Court. The maximum payment for the Claims Administrator shall not exceed Five Thousand  
16 Dollars (\$5,000.00). The Parties agree to cooperate in the settlement administration process and to  
17 make all reasonable efforts to control and minimize the costs and expenses incurred in the  
18 administration of the Settlement.

19                   2.2.3 \$25 Payments to Exempt Employees. All Aggrieved Employees who  
20 were classified as an exempt employee will receive \$25 each to be paid from the Maximum  
21 Settlement Fund ("Exempt Employee Payment").

22                   2.2.4 Net Settlement Fund. The portion of the Maximum Settlement Fund  
23 remaining after payment of the Defendant's share of all payroll/employment taxes, the Individual  
24 Claim, the Claims Administration Costs, LWDA Payment, Plaintiff's Counsel's Fees and  
25 Expenses, and the Exempt Employee Payment shall be available for distribution to the Aggrieved  
26 Employees as penalties payable to the Aggrieved Employees in accordance with the formulae set  
27 forth in this Settlement Agreement.  
28

1                   2.3     Payment of Plaintiff's Counsel's Fees and Expenses. Defendant agrees not  
2 to oppose or impede any application or motion by Plaintiff's Counsel for Plaintiff's Counsel's  
3 Fees not in excess of one-third (1/3) of the Maximum Settlement Fund – \$33,660 – plus Plaintiff's  
4 Counsel's costs and expenses not to exceed \$10,000.00), to be paid out of the Maximum  
5 Settlement Fund. However, if the Court awards less than the requested Plaintiff's Counsel's Fees,  
6 any reduction shall not be a basis for voiding this Settlement Agreement. If the Court fails to  
7 approve the full amount requested by Plaintiff's Counsel, it shall not be grounds for Plaintiff to  
8 object to the settlement.

9                   2.4     Defendant Shall Pay No More Than the Settlement Amount. Should the  
10 Court, or any other court taking jurisdiction of this matter, decline to approve all material aspects  
11 of the Settlement or for any reason determine that Defendant is not entitled to Judgment in this  
12 Action as set forth in this Settlement Agreement, Defendant shall have no obligation to make any  
13 payment, including payment of the Maximum Settlement Fund or any portion thereof, and in the  
14 event that Defendant has made any such payment, such monies shall be returned promptly. Upon  
15 the occurrence of any of the preceding events, the Parties shall be returned to their respective  
16 statuses as of the date and time immediately prior to the execution of this Settlement Agreement,  
17 and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

18                   2.5     Defendant's Fees and Costs. Defendant will bear its own attorneys' fees  
19 and costs.

20                   **3.     Claims Administration Process**

21                   The Parties agree to cooperate in the settlement administration process and to make  
22 all reasonable efforts to control and minimize the costs and expenses incurred in administration  
23 of the Settlement.

24                   3.1     Notice Procedure. The Claims Administrator shall be responsible for the  
25 following notice procedure that shall be used to determine the Aggrieved Employees' eligibility  
26 for their Individual Settlement Payment from the Net Settlement Fund.

27                   3.1.1   Delivery of the Settlement Beneficiary List. Within three (3) days  
28

1 after the Effective Date, Defendant shall provide the Settlement Beneficiary List to Plaintiff's  
2 Counsel and the Claims Administrator. The Settlement Beneficiary List shall remain confidential  
3 and shall not be disclosed to anyone or used by Plaintiff's Counsel for any purpose, except to  
4 carry out reasonable efforts described below, or pursuant to express written authorization by the  
5 Defendant or by order of the Court.

6 3.1.2 Notice by First-Class U.S. Mail. Within seven (7) days of the  
7 Court's Approval of the Settlement Agreement, the Claims Administrator shall send the Notice  
8 of Settlement in English under the Private Attorneys General Act of 2004 via regular First Class  
9 United States Mail, using the most current mailing addresses identified. The Claims  
10 Administrator shall perform an electronic address search using the National Change of Address  
11 Database or a similar tool. The envelope containing the Notice of Settlement under the Private  
12 Attorneys General Act of 2004 shall bear the following phrase in the bottom left hand corner:  
13 **"IMPORTANT— CANTEEN SETTLEMENT INFORMATION. PLEASE OPEN**  
14 **IMMEDIATELY."**

15 3.1.3 Telephone Support. The Claims Administrator shall maintain a  
16 toll-free telephone line that shall be staffed and/or provide automated Interactive Voice Response  
17 with the ability for Aggrieved Employees to leave messages during non-business hours.

18 3.1.4 Law Enforcement Action; No Opting Out. The Notice of Settlement  
19 under the Private Attorneys General Act of 2004 shall inform Aggrieved Employees that the  
20 Action filed on their behalf was a law-enforcement action prosecuted on behalf of the general  
21 public under authority granted by the State of California. Every Aggrieved Employee shall be a  
22 part of the Settlement and bound by the terms and conditions of this Agreement and by the Court's  
23 orders related hereto.

24 3.1.5 Procedure for Lost and Undeliverable Notices. Within three (3)  
25 days, the Claims Administrator shall re-mail any Notice of Settlement under the Private Attorneys  
26 General Act of 2004 upon request by the Aggrieved Employee. Any Notice of Settlement under  
27 the Private Attorneys General Act of 2004 returned to the Claims Administrator as non-delivered  
28

1 shall be sent to the forwarding address affixed thereto. If no forwarding address is provided,  
2 within three (3) days, the Claims Administrator shall attempt to determine a correct address using  
3 a skip-trace, or other search using the name, address and/or Social Security number of the  
4 Aggrieved Employee involved, and shall re-mail the Notice of Settlement under the Private  
5 Attorneys General Act of 2004. If, after performing a skip-trace search, the Notice of Settlement  
6 under the Private Attorneys General Act of 2004 is still returned to the Claims Administrator as  
7 non-deliverable, that individual will be deemed a Settlement Beneficiary for purposes of the  
8 Released Claims, and the Claims Administrator will have no further obligation to obtain the  
9 Aggrieved Employee's current address. There shall be no obligation to re-mail a Notice of  
10 Settlement under the Private Attorneys General Act of 2004 more than one (1) time.

11       3.2     Individual Settlement Payments Calculations for the Aggrieved Employees. The  
12 remainder of the Net Settlement Fund will be apportioned among the Aggrieved Employees based  
13 on the number of workweeks worked during the Settlement Period. An "Individual Settlement  
14 Payment" for each Settlement Beneficiary will then be determined by multiplying the Net  
15 Settlement Fund by a fraction, the numerator of which is the total number of workweeks the  
16 Settlement Beneficiary worked as an hourly-paid employee during the Settlement Period and the  
17 denominator of which is the total number of workweeks worked by all Settlement Beneficiaries as  
18 hourly-paid employees during the Settlement Period. One hundred percent (100%) of each  
19 Individual Settlement Payment shall be allocated as penalties. All Individual Settlement Payments  
20 made to Settlement Beneficiaries shall, if required by applicable state and/or federal law, be  
21 reported on a federal form 1099 that shall be provided to the individual Aggrieved Employees.  
22 Settlement Beneficiaries are responsible for correctly characterizing this compensation for tax  
23 purposes and paying any taxes owing on said amounts.

24       3.3     Payment of Settlement Amounts. The Claims Administrator, on  
25 Defendant's behalf, shall have the authority and obligation to make all payments, credits and  
26 disbursements, calculated in accordance with the methodology set out in this Settlement  
27 Agreement and orders of the Court. No person shall have any claim against Defendant,  
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1 Defendant's Counsel, the Plaintiff, Aggrieved Employees, Plaintiff's Counsel or the Claims  
2 Administrator based on distributions and payments made in accordance with this Settlement  
3 Agreement. Settlement checks which are not negotiated within ninety (90) days after the date  
4 they are mailed shall be void. Such unclaimed amounts shall thereafter automatically be  
5 cancelled. Any unclaimed amounts will be used to recoup any reasonable unanticipated,  
6 additional settlement administration costs, if any. If any funds remain thereafter, they shall be  
7 payable to the LWDA.

8           3.4   Timing of Distribution of Maximum Settlement Fund. No later than  
9 fourteen (14) days after entry of Judgment, the Claims Administrator shall disburse payment for  
10 the Individual Settlement Payments, Exempt Employee Payment, LWDA Payment, Individual  
11 Claims, Court-approved Plaintiff's Counsel's Fees and Expenses, and pay the Claims  
12 Administration Costs.

13           3.5   Claims Administrator's Reports. The Claims Administrator will provide  
14 counsel for both Parties updated weekly reports and declarations as needed or requested. Consistent  
15 with the terms of this Settlement, the Claims Administrator shall timely provide such reports,  
16 statements, and declarations as are requested by the Parties for purposes of seeking approval of the  
17 Settlement. Upon completion of administration of the Settlement, the Claims Administrator shall  
18 provide written certification of such completion to counsel for all Parties and the Court, if requested  
19 by the Parties.

20           **4.   Release of Claims.**

21           4.1   Release of Settlement Beneficiaries' Claims. By operation of this  
22 Settlement, Aggrieved Employees release and forever waive and extinguish their Released Claims  
23 against the Released Parties.

24           4.2   General Release by Plaintiff Only. As of the Effective Date, and with the  
25 exceptions set forth herein, Plaintiff shall release their Released Claims against the Released  
26 Parties, and Plaintiff make the additional following General Release against the Released Parties:

27           As a condition of receiving any portion of the Maximum Settlement Fund, as provided  
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1 herein, the Plaintiff provides a full and final release as follows:

2 Plaintiff and their respective agents, attorneys, representative, heirs,  
3 successors, assigns, and each and all of them, hereby release, acquit,  
4 and forever discharge Defendant and its respective agents, general  
5 agents, insurers, reinsurers, payroll companies, attorneys,  
6 representatives, owners, stockholders, policyholders, partners,  
7 employees, officers, directors, trustees, heirs, successors,  
8 predecessors, assigns, subsidiaries, and any other individual or  
9 entity who could have been named as a potential Defendant in this  
10 Action and all Released Parties as defined herein (collectively,  
11 "Releasees") of and from any and all obligations, debts, claims,  
12 liabilities, demands, and causes of action of every kind, nature and  
13 description whatsoever, whether or not now known, suspected or  
14 claimed, which they ever had, now has or may hereafter acquire, by  
15 reason of their employment with Defendant or any other matter  
16 accruing from the beginning of time until the date that final  
17 approval of the Settlement is granted, including more particularly,  
18 but without limiting the foregoing, the following:

19 (1) claims asserted, directly or indirectly, impliedly or  
20 inferentially, in the Action, or that may or could have been asserted  
21 in any cause of action or claim therein;

22 (2) claims arising out of or in any way, directly or indirectly,  
23 connected with Plaintiff's employment with Defendant or any  
24 Releasee, including, but not limited to, any claims based on federal  
25 or state statute with respect to employment, including but not  
26 limited to the California Fair Employment and Housing Act, the  
27 Americans With Disabilities Act, state and federal whistleblower  
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1 laws, the Employee Retirement Income and Security Act of 1974,  
2 the California Family Rights Act, the Family Medical Leave Act,  
3 Title VII of the Civil Rights Act of 1964 and as amended, and any  
4 common law principle; and,

5 (3) any claims for attorneys' fees, costs of prosecution.

6 With respect to the General Release, Plaintiff stipulate and agree  
7 that, upon the Effective Date, Plaintiff shall be deemed to have, and  
8 by operation of the Judgment shall have, expressly waived and  
9 relinquished, to the fullest extent permitted by law, the provisions,  
10 rights and benefits of Section 1542 of the California Civil Code, or  
11 any other similar provision under federal or state law, which  
12 provides:

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

20 Plaintiff may hereafter discover facts in addition to or different  
21 from those they now know or believe to be true with respect to the  
22 subject matter of the General Release, but Plaintiff upon the  
23 Effective Date, shall be deemed to have, and by operation of the  
24 Judgment shall have, fully, finally, and forever settled and released  
25 any and all of the claims released pursuant to the General Release  
26 whether known or unknown, suspected or unsuspected, contingent  
27 or non-contingent, which now exist, or heretofore have existed  
28 upon any theory of law or equity now existing or coming into  
existence in the future, including, but not limited to, conduct that is  
negligent, intentional, with or without malice, or a breach of any

1 duty, law or rule, without regard to the subsequent discovery or  
2 existence of such different or additional facts.

3 **5. Settlement Approval Process.**

4 5.1 Settlement Approval Hearing. Plaintiff shall request a hearing before the  
5 Court to request Approval of the Settlement Agreement. The order shall provide for the Notice  
6 of Settlement under the Private Attorneys General Act of 2004 to be sent to Aggrieved Employees  
7 in a manner consistent with the terms of this Agreement. In conjunction with this hearing,  
8 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and  
9 will include a proposed Notice of Settlement under the Private Attorneys General Act of 2004, as  
10 necessary to implement the Settlement.

11 5.2 Entry of Final Judgment. Upon final approval of the Settlement by the  
12 Court, Plaintiff shall present the Judgment to the Court for its approval. After entry of the  
13 Judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (i) the  
14 interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration  
15 matters and (iii) such post- Judgment matters as may be appropriate under court rules or as set  
16 forth in this Agreement.

17 5.3 Interim Stay of Proceedings. The Parties agree to refrain from further  
18 litigation of this matter, except such proceedings as are necessary to implement and obtain an  
19 order granting Approval of the terms of the Settlement. The Parties further agree that the mutual,  
20 voluntary cessation of litigation shall terminate if Approval cannot be obtained for this  
21 Settlement, or for any settlement modified by the Parties in accordance with instructions or  
22 guidance from the Court.

23 **6. Nullification of Settlement Agreement.**

24 In the event: (i) the Court does not enter the Approval order specified herein; (ii)  
25 the Court does not enter a Judgment as provided herein; or (iii) the Settlement does not become  
26 final for any other reason, this Settlement Agreement shall be null and void and any order or  
27 judgment entered by the Court in furtherance of this Settlement shall be treated as void from the  
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beginning. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, and the Claims Administrator shall return to Defendant the Maximum Settlement Fund, less expenses previously incurred by the Claims Administrator, which shall be paid by Plaintiff and Defendant in two equal shares.

**7. Tax Liability.**

Defendant and Plaintiff's Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Aggrieved Employees shall not rely on any statement or representation by Defendant or Plaintiff's Counsel in this regard. Aggrieved Employees are advised that Aggrieved Employees will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and Plaintiff's Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

**8. No Credit Toward Benefit Plans.**

The Individual Settlement Payments made to Settlement Beneficiaries under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Beneficiary may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Settlement Beneficiary may be entitled under any benefit plans.

**9. General Provisions.**

9.1 Fair, Adequate and Reasonable Settlement. The Parties agree that the Settlement is fair and reasonable, and Plaintiff and Plaintiff's Counsel will so represent to the Court. Defendant will not take any contrary position. Plaintiff's Counsel will detail the reasons why Plaintiff's Counsel believes the settlement to be in the best interests of the Aggrieved

1 Employees including, but not limited to, an explanation of the weaknesses of Plaintiff's and the  
2 Aggrieved Employees' case if it were not to be settled in accordance with this Settlement.

3 9.2 Further Confirmatory Discovery. The Parties agree that the discovery  
4 completed prior to the Settlement of the Action shall constitute satisfactory confirmatory  
5 discovery.

6 9.3 Waiver of Automatic Stay/Non-Dischargeability. Defendant agrees to  
7 waive and not oppose any request for relief from any automatic stay to enforce this Settlement  
8 Agreement. The parties further agree that any debt arising from this Settlement Agreement shall  
9 be nondischargeable.

10 9.4 Waiver of Appeals. The Parties agree to waive all appeals, with two  
11 express exceptions. First, either party may appeal any court order that materially alters the  
12 Settlement's terms. Second, if the Court awards less than the requested attorneys' fees and/or  
13 costs, Plaintiff's Counsel reserves the right to appeal that reduction without any further payment  
14 by Defendant. However, if the Court awards less than the requested Plaintiff's Counsel's Fees,  
15 any reduction shall not be a basis for voiding this Settlement Agreement.

16 9.5 Binding Agreement. Subject to the limitations in Section 6, the Parties  
17 intend that this Settlement shall be fully enforceable and binding on all Parties, including  
18 Aggrieved Employees, and that it shall be admissible and subject to disclosure in any proceeding  
19 to enforce its terms, notwithstanding the mediation confidentiality provisions that otherwise  
20 might apply under federal or state law. The Parties further agree that this Settlement is  
21 enforceable pursuant to California Code of Civil Procedure section 664.6, and that the attorneys'  
22 fees and expenses of enforcing this agreement will be recoverable by the party prevailing on any  
23 dispute arising from this Agreement.

24 9.6 Notices. Unless otherwise specifically provided herein, all notices,  
25 demands or other communications given hereunder shall be in writing and shall be deemed to  
26 have been duly given as of the third (3) business day after mailing by United States registered or  
27 certified mail, return receipt requested, addressed:  
28

1 To the Plaintiff:

2  
3 Ruben Escobedo  
4 WorkWorld Law  
5 731 S. Lincoln St.  
6 Santa Maria, CA 93458

7 Mohammed K. Ghods  
8 Jeremy A. Rhyne  
9 Lex Opus  
10 2100 N Broadway #210  
11 Santa Ana, CA 92706

12 To Defendant:

13 Tristan A. Mullis  
14 Sevada Hakopian  
15 PETTIT KOHN INGRASSIA LUTZ & DOLIN PC  
16 5901 W. Century Blvd., Suite 1100  
17 Los Angeles, CA 90045

18 9.7 Dismissal/Disposition of the Action. The Parties agree that the Action will  
19 be disposed of by entry of a final judgment by the Court, ending the case without any further  
20 payment or action by Defendant, after final approval is granted. Notice of the final judgment  
21 shall be given by posting the final judgment on the Claims Administrator's website. The Parties  
22 further agree that the Action shall be stayed in all respects pending the occurrence or failure of  
23 the Effective Date, except for purpose of filing motions for Settlement approval, or any other  
24 matters sought by the Court, or actions to carry out the terms of this Agreement.

25 9.8 Preclusive Effect of Settlement Agreement and Approval. The terms of  
26 this Settlement Agreement, the Approval order, and the Judgment are binding on Plaintiff, the  
27 State of California, and all Settlement Beneficiaries, as well as their heirs, executors and  
28 administrators, successors and assigns, and those terms shall have *res judicata*, collateral estoppel  
and other preclusive effect in all pending and future claims, lawsuits or other proceedings  
maintained by or on behalf of any such persons, to the extent those claims, lawsuits or other  
proceedings constitute Released Claims as set forth in the Settlement Agreement.  
Notwithstanding any other provision in this Agreement, this Agreement, the Approval order, and  
the Judgment in the Action may be filed in any action against or by Defendant or the Released

1 Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith  
2 settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion,  
3 issue preclusion or similar defense or counterclaim.

4           9.9    No Admission of Liability. The Parties agree that Defendant's entering  
5 into this Settlement shall not constitute any admission of liability by Defendant and that this  
6 Settlement is a settlement of disputed claims. The Parties enter into this Agreement to resolve  
7 the dispute that has arisen between them and to avoid the burden, expense and risk of continued  
8 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies,  
9 that it has violated any federal, state, or local law; violated any regulations or guidelines  
10 promulgated pursuant to any statute or any other applicable laws, regulations or legal  
11 requirements; breached any contract, violated or breached any duty; engaged in any  
12 misrepresentation or deception; or engaged in any other unlawful conduct with respect to Plaintiff  
13 or any Aggrieved Employee. Neither this Agreement, nor any of its terms or provisions, nor any  
14 of the negotiations connected with it, shall be construed as an admission or concession by  
15 Defendant of any such violations or failures to comply with any applicable law. Except as  
16 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms  
17 and provisions shall not be offered or received as evidence in any action or proceeding to establish  
18 any liability or admission on the part of Defendant or to establish the existence of any condition  
19 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20           9.10   Headings. The descriptive headings of any paragraphs or sections of this  
21 Settlement Agreement are inserted for convenience of reference only and do not constitute a part  
22 of this Agreement.

23           9.11   Amendment or Modification. Unless otherwise provided herein, this  
24 Settlement Agreement may be amended or modified only by a written instrument signed by the  
25 Parties and counsel for all Parties or their successors-in-interest.

26           9.12   Entire Agreement. This Settlement Agreement and any supplemental  
27 written agreement subsequently incorporated constitute the entire Settlement Agreement among  
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1 these Parties, and no oral or written representations, warranties or inducements have been made to  
2 any Party concerning this Settlement Agreement other than the representations, warranties and  
3 covenants contained and memorialized in such documents.

4 9.13 Authorization to Enter into Settlement Agreement. Counsel for all Parties  
5 warrant and represent they are expressly authorized by the Parties whom they represent to negotiate  
6 this Settlement Agreement and to take all appropriate action required or permitted to be taken by  
7 such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other  
8 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
9 counsel will cooperate with each other and use their best efforts to implement of the Settlement. In  
10 the event the Parties are unable to reach agreement on the form or content of any document needed  
11 to implement the Settlement, or on any supplemental provisions that may become necessary to  
12 effectuate the terms of this Settlement, the dispute will be submitted to the mediator, Mr. Jeff Krivis,  
13 for mediation before being submitted to the Court. The persons signing this Agreement on behalf  
14 of Plaintiff and Defendant represent and warrant that they are authorized to sign this Agreement on  
15 behalf of Plaintiff and Defendant.

16 9.14 Binding on Successors and Assigns. This Settlement Agreement shall be  
17 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as  
18 previously defined.

19 9.15 California Law Governs. All terms of this Settlement Agreement shall be  
20 governed by and interpreted according to the laws of the State of California.

21 9.16 Venue. Venue for any dispute related to this Settlement Agreement shall be  
22 in the Superior Court of the State of California, County of San Luis Obispo, Paso Robles Branch.

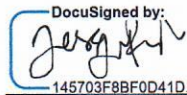
23 9.17 Counterparts. This Settlement Agreement may be executed in one or more  
24 counterparts. All executed counterparts and each of them shall be deemed to be one and the same  
25 instrument provided that counsel for the Parties to this Settlement Agreement shall exchange among  
26 themselves original signed counterparts.

1 themselves original signed counterparts.  
2

3 Date: 3/1/2021

PLAINTIFF

4  
5 By:

DocuSigned by:  
  
145703F8BF0D41D...

JOSE L. RODRIGUEZ-RAMIREZ

6  
7 Date: 3/5/2021

DEFENDANT

8  
9 By:

  
CANTEEN OF COASTAL CALIFORNIA,  
INC.

10  
11 By: JERRY SCOTT

12 Job Title: VP & General mgr.  
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