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9 Steve Lopez, Esq. [SBN 224540]
10 **LAW OFFICE OF STEVE LOPEZ**
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15 Email: *steve@stevelopezlaw.com*

16 *Attorney for Defendants PANDERIA LA ORIGINAL*
17 *And ROBERTO A. ALFARO*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JULEISY CARRANZA, an individual;

Plaintiff,

vs.

PANADERIA LA ORIGINAL, a California
Corporation; ROBERTO A. ALFARO, an
individual; and DOES 1 through 100, inclusive;

Defendants.

Case Number: 20STCV39813

[Honorable Armen Tamzarian; Department 52]

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT**

[Filed concurrently with [Proposed] Order]

Complaint Filed: October 16, 2020
Trial Date: August 17, 2022

Plaintiff JULEISY CARRANZA ("Plaintiff") and Defendants PANADERIA LA ORIGINAL
and ROBERTO A. ALFARO ("Defendants") (collectively, "the Parties"), by and through their
respective counsel of record, hereby stipulate as follows:

1 **WHEREAS**, on or about May 28, 2020, Plaintiff, by and through Plaintiff’s counsel, sent a
2 notice to the California Labor Workforce Development Agency (“LWDA”) and Defendant
3 PANADERIA LA ORIGINAL (the “PAGA Notice”) alleging that Defendants engaged in violations
4 of the California Labor Code and California Wage Orders, seeking civil penalties pursuant to the
5 California Labor Code Private Attorneys’ General Act (“PAGA”);

6 **WHEREAS**, on or about January 8, 2021, Plaintiff, by and through Plaintiff’s counsel,
7 amended PAGA Notice Letter to add a new recipient, Defendant ROBERTO A. ALFARO and sent a
8 notice to the California Labor Workforce Development Agency (“LWDA”) and all Defendants (the
9 “PAGA Notice”) alleging that Defendants engaged in violations of the California Labor Code and
10 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
11 Attorneys’ General Act (“PAGA”);

12 **WHEREAS**, more than 65 days passed after provision of the LWDA Notice, and the LWDA
13 did not give any indication that it intended to investigate the alleged claim;

14 **WHEREAS**, on or about October 16, 2020, Plaintiff filed a Complaint in the California
15 Superior Court for the County of Los Angeles entitled Juleisy Carranza v. Panaderia La Original, et
16 al., case number_20STCV39813 (the “Action”), alleging individual employment claims and a PAGA
17 claim asserting that Defendants: (1) failed to provide prompt payment of wages to employees upon
18 termination and resignation in violation of Labor Code §§ 201, 202, 203; (2) failed to provide itemized
19 wage statements to employees in violation of Labor Code §§ 226(a), 1174, 1174.5; (3) failure to
20 provide meal and rest periods in violation of applicable Wage Orders and Labor Code §§ 226.7; (4)
21 failure to keep required payroll records in violation of applicable Wage Orders and Labor Code §§
22 1174 and 1174.5; (5) failure to pay overtime wages in violation of applicable Wage Orders and Labor
23 Code §§ 510, 558, 1194 and 1198; (6) failed to provide the unpaid balance of the full amount of
24 overtime compensation in violation of Labor Code §§ 1194, 2698 *et seq.*; (7) failure to pay minimum
25 wage in violation of applicable Wage Orders and Labor Code §§ 1182.12, 1194, and 1197; (8)
26 Violation of Labor Code section 1199 (a) and (c) and 2699.5 *et seq.*; (9) failure to provide itemized
27 wage statements to employees in violation of Labor Code section 226(a); (10) Failure to indemnify
28 and/or reimburse expenses, in violation of Cal. Lab. Code § 2802; (11) Violations of California Labor

Code sections 201; 202; 203; 204; 206; 216; 218.6; 221; 226 et seq.; 226.8; 432.5; 450; 226.7; 512; 1174; 1174.5; 2802; applicable IWC Wage Orders, and others (the “PAGA Representative Claim”);

WHEREAS, a Settlement was entered into on January 19, 2022, by and between Plaintiff, on behalf of himself and “Aggrieved Employees” (described below), on the one hand, and Defendants, on the other hand, to memorialize the essential terms of the settlement of Plaintiff’s PAGA Representative Claim;

WHEREAS, Defendants vigorously dispute and deny the allegations and various causes of action asserted in the Action, including specifically the PAGA Representative Claim, and deny that they committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind;

WHEREAS, the Parties understand, acknowledge, and agree that this PAGA Settlement Agreement constitutes a compromise of Plaintiff’s PAGA Representative Claim, and reflects the Parties’ desire and intention to effect a final and complete resolution of the PAGA Representative Claim that Plaintiff and the PAGA Settlement Members have against Defendants and the Released Parties (described below). The Parties further understand, acknowledge, and agree that this PAGA Settlement Agreement is a compromise of disputed claims and that nothing in this PAGA Settlement Agreement shall be deemed or construed as an admission of liability or wrongdoing by any of the Defendants;

WHEREAS, for purposes of Plaintiff’s PAGA Representative Claim, and for purposes of the Action and this PAGA Settlement Agreement, the allegedly aggrieved individuals (“Aggrieved Employees/PAGA Settlement Members”) are defined by Plaintiff to be all non-exempt employees in California who performed work for Defendants during the “PAGA Period.” The PAGA Period is defined to be from April 22, 2019 and continuing to the present. The effective date (the “Effective Date”) of the settlement described herein (the “PAGA Settlement”) shall be the date the Court approves and enters judgment pursuant to the terms of the PAGA Settlement (the “Approval Date”);

WHEREAS, Defendants estimate that there were 14 allegedly aggrieved individuals, including Plaintiff;

WHEREAS, based on their own independent investigations and evaluations, the Parties and

1 their respective counsel are of the opinion that the settlement of the PAGA Representative Claim on
2 the terms set forth in the PAGA Settlement Agreement is fair, reasonable and adequate and is in the
3 best interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and
4 circumstances and the risks inherent in litigation;

5 **WHEREAS**, the Parties are concurrently entering into a separate and related settlement
6 agreement and release with respect to Plaintiff's individual claims ("Confidential Settlement
7 Agreement and General Release"); and

8 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
9 approve any settlement pursuant to PAGA;

10 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
11 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
12 Agreement, including that:

13 Defendants will deposit the PAGA Settlement Sum on or before the Funding Date. The
14 Funding Date shall be fifteen (15) days after the Effective Date. Defendants shall pay the total sum
15 of Six Thousand Dollars (\$6,000.00) (the "PAGA Settlement Sum") on account of disputed and
16 alleged civil penalties as follows:

17 A. One-third (1/3) of the PAGA Settlement Sum, \$2,000.00, plus \$75 for costs,
18 totaling \$2,075.00, shall be paid to Plaintiff's counsel Sirmabekian Law Firm PC, for attorney's fees
19 and costs incurred on the PAGA claims;

20 B. The remaining balance after deducting the amount being paid to Plaintiff's
21 counsel for attorney's fees, costs and expenses on the PAGA claims, \$3,925.00 (the "PAGA Net
22 Settlement Amount" or "PNSA"), shall be classified for tax purposes as civil penalties ("Civil Penalty
23 Allocation"), unless otherwise required by law, and shall be distributed as follows:

24 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation, \$2,943.75,
25 shall be paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA,
26 Labor Code section 2698, *et seq.*;

27 ii. Twenty Five Percent (25%) of the Civil Penalty Allocation, \$981.25,
28 (the "Aggrieved Employee Amount") shall be paid to the PAGA Members, pursuant to Labor Code §

1 2699(i), divided amongst PAGA Members based on each PAGA Member's respective number of pay
2 periods worked for Defendants in California during the PAGA Period.

3 C. Counsel for Defendant Steve Lopez, Esq. [SBN 224540] of the Law Office of
4 Steve Lopez shall serve as the PAGA Settlement Administrator.

5 Within fifteen (15) days of the Funding Date, the Settlement Administrator shall remit PAGA
6 Counsel's Payment, as approved by the Court.

7 Within fifteen (15) days of the Funding Date, the Settlement Administrator shall remit a total
8 of 75% of the PNSA to the LWDA representing the LWDA PAGA Payment.

9 Within fifteen (15) days of the Funding Date, the Settlement Administrator shall remit a total
10 of 25% of the PNSA to the PAGA Settlement Members representing the PAGA Settlement Member
11 Payment.

12 **WHEREAS**, in accordance with California Labor Code section 2699(l)(2), Plaintiff will
13 provide a copy of the PAGA Settlement Agreement to the LWDA at the same time it is filed for
14 approval with the Court. In addition, in accordance with California Labor Code section 2699(l)(3),
15 Plaintiff will submit to the LWDA a copy of the Court's judgment or order approving the Agreement
16 within ten (10) days after entry of the judgment or order;

17 **WHEREAS**, the Parties acknowledge and agree that, to the maximum extent permitted by
18 law, upon the Effective Date, the final judgment/order entered pursuant to this settlement will bind all
19 those who would be bound by a judgment/order if the action had been brought by the LWDA,
20 including Plaintiff, the LWDA, and any aggrieved employee not a party to the proceeding, with respect
21 to the recovery of civil penalties under PAGA, Labor Code section 2698, et. seq., against the
22 Defendants and their current and former trustees, officers, directors, owners, members, partners,
23 managers, employees, agents, attorneys, affiliated entities, insurers, parents, subsidiaries, successors,
24 predecessors, and assigns, and each of them (the "Released Parties"). To be clear, Plaintiff, the PAGA
25 Settlement Members, and the LWDA will forever completely release and discharge the Released
26 Parties of any and all claims for civil penalties under Labor Code section 2698, *et seq.* that were alleged
27 or that could have been alleged in the Lawsuit, including but not limited to claims that Defendants (1)
28 Failure to Pay Minimum Wage; (2) Failure to Compensate for All Hours Worked (3) Failure to Pay

1 Overtime Compensation; (4) Failure To Pay Meal Period Compensation; (5) Failure To Rest Period
2 Compensation; (6) Failure To Furnish Accurate Wage and Hour Statements; (7) Failure to Pay Wages
3 Upon Discharge; (8) Statutory Penalties; (9) Failure to Indemnify and Illegal Deductions From Wages;
4 (10) Violation of the Private Attorneys General Act of 2004; (11) Unfair Competition (the “PAGA
5 Released Claims”). It is expressly understood and agreed that this Settlement does not release
6 Defendants from liability, if any, to any nonparty employee of Defendants for any claims they may
7 assert against the Defendants other than the PAGA claim for civil penalties asserted in the Lawsuit.
8 The time period governing these PAGA Released Claims shall be the PAGA Period;

9 **WHEREAS**, Defendants will provide with a list of all PAGA Settlement Members (the
10 “PAGA Settlement Member List”) within fifteen (15) days after the Effective Date. The PAGA
11 Settlement Member List shall state each listed employee’s full name, last known mailing address,
12 social security number, and beginning and end dates of employment. This information shall be treated
13 as and remain confidential and shall be used solely to manage the notice and payment process
14 described in this Settlement. This information shall not be disclosed to anyone, except to applicable
15 taxing authorities or pursuant to express written authorization of Defendants, the individual in
16 question, or by order of the Court.

17 The Defense counsel shall be the Settlement Administrator. Within fifteen (15) days of
18 the Funding Date, the Settlement Administrator shall conduct one National Change of Address
19 (NCOA) search for all PAGA Settlement Members identified on the PAGA Settlement Member List
20 and shall mail the PAGA Settlement Members’ settlement checks along with a letter substantially in
21 the form attached hereto as “**EXHIBIT A**” (the “Notice”). The settlement checks and Notice shall be
22 sent to each PAGA Settlement Member by U.S. First Class mail to the PAGA Settlement Member’s
23 last known address with directions to the Postmaster to forward the settlement check and Notice and
24 return all undeliverable settlement checks and Notices to the Settlement Administrator. For each
25 settlement check and Notice that is returned as undeliverable, the Settlement Administrator shall
26 promptly attempt to locate the PAGA Settlement Member by using an address refresher database. It
27 will be presumed that a PAGA Settlement Member’s individual settlement check was received if the
28 settlement check is not returned within thirty (30) days of the original mailing of the settlement check.

1 The date of the initial mailing of the settlement check shall be conclusively determined according to
2 the records of the Settlement Administrator.

3 Settlement checks issued to PAGA Settlement Members pursuant to this Settlement will expire
4 one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator.
5 After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the
6 California Unclaimed Property Fund maintained by the California State Controller's Office with an
7 identification of the PAGA Settlement Members and the amounts allocated to each. Any disputes
8 concerning administration of the settlement which cannot be resolved by the Parties shall be submitted
9 to and resolved by the Court.

10 Neither Defendants nor Plaintiff shall bear any liability for lost or stolen checks, forged
11 signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of
12 omission or commission, the same is true for the Settlement Administrator;

13 **WHEREAS**, the Parties have provided a copy of this Joint Stipulation and the proposed PAGA
14 Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), and a proof
15 of service to the LWDA is attached hereto;

16 **WHEREAS**, each PAGA Settlement Member's individual settlement payment constitutes a
17 payment for civil penalties and shall be treated as non-wage income and reported by the Settlement
18 Administrator on IRS Form 1099 to the respective PAGA Settlement Member and applicable
19 governmental authorities. Within twenty (20) days of distributing all payments required under this
20 settlement, the Settlement Administrator shall provide to counsel for the Parties written confirmation
21 verifying that it effected disbursement of the PAGA Settlement Sum pursuant to the terms of this
22 settlement. Nothing in this settlement is intended to constitute legal advice regarding federal, state,
23 and/or local tax obligations. Neither Plaintiff nor Defendants, nor counsel for the Parties, makes any
24 representations or warranties with respect to the tax consequences of any payment under this
25 settlement. To the extent this settlement or any of its attachments is interpreted to contain or constitute
26 advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used,
27 and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue
28 Codes of any governmental authority;

1 **WHEREAS**, upon the Court's entry of a final order or judgment, Plaintiff and the PAGA
2 Settlement Members will: (i) be bound by the terms and conditions of this settlement, and the release
3 set forth herein; (ii) be deemed to have waived all objections and oppositions to the fairness,
4 reasonableness, and adequacy of the settlement and the Court's Final Order; and (iii) be entitled to
5 receive a share of the Total Settlement Payment along with all other PAGA Employees, as set forth
6 herein, regardless of whether he or she receives Notice or deposits any payment received as a result of
7 the Agreement;

8 **WHEREAS**, the Parties agree that this Settlement does not constitute an admission by the
9 Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by
10 any of them of any federal, state, or local law, ordinance or regulation, or of any violation of any policy
11 or procedure, or of any liability or wrongdoing whatsoever. Neither this Settlement nor anything in
12 this Settlement shall be construed to be, or shall be admissible in any proceeding as, evidence of
13 liability or wrongdoing by Defendants, or any of Defendants' parents, subsidiaries, affiliates, officers,
14 directors, owners, members, partners, managers, employees, agents, attorneys, or insurers;

15 **WHEREAS**, neither this Settlement nor any of its terms nor the settlement provided for therein
16 shall be: (a) construed as, offered as, deemed to be, or admitted in evidence for any purpose adverse
17 to Plaintiff, the LWDA, Defendants, or any of the Released Parties, including but not limited to,
18 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any
19 liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, or offered
20 in evidence against Plaintiff, the LWDA, Defendants, or any of the Released Parties in any further
21 proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except
22 for the purpose of effectuating the settlement pursuant to this Settlement or for Defendants or any of
23 the Released Parties to attempt to establish that a PAGA Settlement Member or the LWDA has
24 released PAGA claims, has resolved or has been compensated for any claims made by that employee
25 or the LWDA;

26 **WHEREAS**, aside from the Lawsuit and the LWDA Notice, Plaintiff warrants and represents
27 that he has not filed, initiated, or prosecuted (or caused to be filed, initiated, or prosecuted) any lawsuit,
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1 complaint, charge, action, request, demand or petition for arbitration, or other proceeding with respect
2 to any claim this Settlement releases;

3 **WHEREAS**, Plaintiff agrees not to file, initiate, or prosecute (or cause to be filed initiated, or
4 prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other
5 proceeding, or to encourage or assist any third party to file, initiate, or prosecute (or caused to be file,
6 initiated, or prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for
7 arbitration, administrative claim, or other proceeding, including with the Department of Labor or
8 Division of Labor Standards Enforcement, against Defendants or any of the other Released Parties,
9 based on any events, acts, or omissions through and including the date hereof. If Plaintiff violates this
10 promise, Defendants shall recover all payments made to Plaintiff under this Settlement, and Plaintiff
11 will pay Defendants for all losses, costs, and expenses, including actual attorneys' fees, incurred by
12 Defendants and the other Released Parties in connection with said proceeding

13 **WHEREAS**, in the event that any agency, court, or arbitrator assumes jurisdiction of any
14 lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other proceeding, on
15 Plaintiff's behalf, against any of the Defendants or other Released Parties, then Plaintiff shall promptly
16 request in writing that the agency, court, or arbitrator withdraw from or dismiss such proceeding with
17 prejudice, with a copy of such request to be mailed to Defendants' counsel, Steve Lopez at Law Office
18 of Steve Lopez, 8562 Florence Avenue, Suite A, Downey, CA 90240, *eserve@stevelopezlaw.com*.
19 Additionally, Plaintiff waives his right to any monetary recovery or other relief sought or granted in
20 any such proceeding.

21 Plaintiff represents and warrants that he has the right and exclusive authority to execute this
22 Settlement. Each Party to this Settlement also represents and warrants as follows:

23 a) Each Party has carefully read, knows, and understands the full contents of this
24 Settlement and is voluntarily entering into this Settlement after having received independent legal
25 advice from his or its attorneys with respect to the advisability of making the settlement provided for
26 herein and the advisability of executing this Settlement.

1 b) Each Party to this Settlement has investigated the facts relevant to this
2 settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party
3 deems necessary.

4 c) Each separately-numbered term of this Settlement is contractual, not merely a
5 recital.

6 **WHEREAS**, the Parties and their counsel agree that they will not issue any press releases,
7 initiate any contact with the press, respond to any press inquiry, or have any communications with the
8 press about the Lawsuit, the settlement, or this Agreement;

9 **WHEREAS**, the rights and obligations of the Parties under this Agreement shall be construed
10 and enforced in accordance with, and governed by, the laws of the State of California, without regard
11 to conflict of law principles;

12 **WHEREAS**, this PAGA Settlement Agreement constitutes the entire agreement between the
13 Parties with respect to the transactions contemplated hereby, and supersedes any agreements prior to
14 the date hereof relating to the subject matter hereof with the exception of the “Confidential Settlement
15 Agreement and General Release”, which is contingent upon court approval of this PAGA Settlement
16 Agreement;

17 **WHEREAS**, this Settlement is deemed to have been drafted jointly by the Parties. Any
18 uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting
19 to any Party. The Parties acknowledge that they have read this Settlement and are fully aware of its
20 contents and its legal effect. This Settlement and all covenants and releases set forth herein shall be
21 binding upon and inure to the benefit of the respective Parties hereto and their successors, heirs,
22 assigns, partners, and representatives;

23 **WHEREAS**, if any provision of this Settlement or the application thereof is held to be invalid,
24 the invalidity shall not affect other provisions or applications of the Agreement which can be given
25 effect without the invalid provision(s) or application(s), and to this end the provisions of this
26 Settlement are declared to be severable. Notwithstanding the foregoing, no portion of any release
27 contained herein may be deemed severed or deleted from this Settlement, except upon express written
28 waiver by the applicable Released Party;

1 **WHEREAS**, the Parties may not waive, amend, or modify any provision of this Settlement
2 except by a written agreement signed by all of the Parties, and subject to any necessary Court approval.
3 A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other
4 provision.

5 **WHEREAS**, none of the rights, commitments, or obligations recognized under this Settlement
6 may be assigned by any Party, PAGA Settlement Member, or counsel for any Party without the express
7 written consent of each other Party and their respective counsel. The representations, warranties,
8 covenants, and agreements contained in this Settlement are for the sole benefit of the Parties under
9 this Settlement, and shall not be construed to confer any right or to avail any remedy to any other
10 person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or
11 cause of action, or claim released by this Settlement;

12 **WHEREAS**, each Party, on behalf of themselves, and their respective business entities, heirs,
13 executors, and assigns, agrees that they will abide by this Settlement and will do all such acts and
14 prepare, execute, and deliver all such documents as may be reasonably required to carry out the stated
15 objectives of this Settlement.

16 This Court shall retain jurisdiction to enforce the terms of the PAGA Settlement Agreement
17 pursuant to California Code of Civil Procedure Section 664.6; and

18 If either Party brings an action to enforce the terms of this Settlement, the prevailing party in
19 such action shall be entitled to recover reasonable attorney's fees and costs.

20 All communications to be provided concerning this Agreement shall be in writing and
21 delivered by receipted delivery and by email at the addresses set forth below, or such other addresses
22 as either Party may designate in writing from time to time:

23 *To Plaintiff:*

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

1 To Defendants:

2
3 Steve Lopez, Esq. [SBN 224540]
4 **LAW OFFICE OF STEVE LOPEZ**
5 8562 Florence Avenue, Suite A
6 Downey, California 90240
7 Telephone: 562.904.1193
8 Facsimile: 562.262.2846
9 Email: steve@stevelopezlaw.com

10 **WHEREAS**, this Agreement may be executed in two or more counterparts, each of which
11 shall have the force and effect of an original, but all of which together will constitute one and the same
12 document. A facsimile signature or signature scanned and sent by email shall have the same force and
13 effect as an original signature.

14 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
15 set forth in the PAGA Settlement Agreement and enter judgment according to its terms.

16 DATED: March 11, 2022

SIRMABEKIAN LAW FIRM, PC

17
18 By:

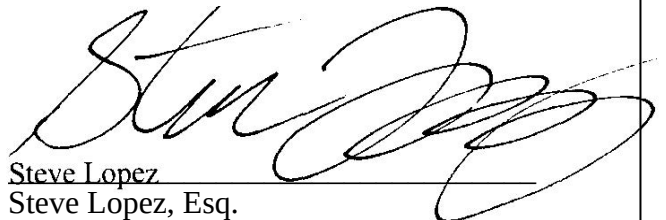


Sarkis Sirmabekian, Esq.
Attorney for Plaintiff

19
20
21 DATED: March 11, 2022

LAW OFFICE OF STEVE LOPEZ

22
23
24 By:



Steve Lopez
Steve Lopez, Esq.
Attorney for Defendants

EXHIBIT A

Re: NOTICE OF SETTLEMENT

**JULEISY CARRANZA vs. PANADERIA LA ORIGINAL, et al.
Superior Court of California for the County of Los Angeles
Case Number: 20STCV39813**

Date:

SIMID
Name
Address

Dear Name:

A settlement was reached between Plaintiff and Defendant in *Juleisy Carranza vs. Panaderia La Original, et al.*, filed in the Superior Court of California for the County of Los Angeles (Case Number: 20STCV39813) (the “Action”). On , the Superior Court of California for the County of Los Angeles, issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, PANADERIA LA ORIGINAL made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with PANADERIA LA ORIGINAL’s business operations, the parties have concluded that it is in the best interests of the parties to settle.

This settlement affects certain employees and former employees of PANADERIA LA ORIGINAL. You are receiving this Notice of Settlement because you worked for PANADERIA LA ORIGINAL at some point from April 22, 2019 through [INSERT] (“Claims Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by PANADERIA LA ORIGINAL, your decision to cash the check will not affect your employment.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the Claims Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the period from April 22, 2019 through the date of the final order (the “PAGA Period”), for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (a) failure to pay minimum wage (*Labor Code*

section 1197); (b) failure to compensate for all hours worked (*Labor Code section 1198*); (c) failure to pay overtime compensation (*Labor Code section 1198*); (d) failure to pay meal period compensation (*Labor Code section 226.7*); (e) failure to rest period compensation (*Labor Code section 226.7*); (f) failure to furnish accurate wage and hour statements (*Labor Code section 226*); (g) failure to pay wages upon discharge (*Labor Code section 201*); (h) statutory penalties (*Labor Code section 203 and 558*); (i) failure to indemnify and illegal deductions from wages (*Labor Code section 2802*); (j) violation of the California Private Attorneys' General Act of 2004 (*Labor Code section 2698, et. seq.*); and (k) unfair competition (*Business and Professions Code sections 17200*); including any related claims for attorneys' fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employee's rights to collect civil penalties under PAGA (*2698 et seq.*).

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1. XXX.XXX.XXXX.

PROOF OF SERVICE

(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT AND ENTERING JUDGMENT

on the interested parties in said action by placing:

 X a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED: March 15, 2022 Grigor Gregg Sirmabekian
At Los Angeles, California Grigor Gregg Sirmabekian

[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

Steve Lopez, Esq. [SBN 224540] LAW OFFICE OF STEVE LOPEZ 8562 Florence Ave, Suite A Downey, California 90240 Email: steve@stevelopezlaw.com Email: eserve@stevelopezlaw.com Email: lawclerk2@stevelopezlaw.com	<i>Attorney for Defendants</i>
Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Suite 801 Oakland, CA 94612	<i>Labor and Workforce Development Agency</i> <i>("LWDA") filed/ served online at:</i> https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html