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Sherri R. Carter, Executive Officer / Clerk of Court
By: K. Mason Deputy

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Attorneys for Plaintiff
FRANCISCO GUTIERREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

FRANCISCO GUTIERREZ, individually and
as a private attorney general;

Plaintiff,

vs.

FRIDA RESTAURANT AMERICANA,
LLC, a Delaware corporation; FRIDA
AMERICANA MANAGEMENT, LLC, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 20STCV39369

Hon. Robert B. Broadbelt
Dept. 53

**JOINT STIPULATION FOR ORDER
APPROVING SETTLEMENT
PURSUANT TO LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE § 2698, *ET
SEQ.*) ; ORDER**

Complaint filed: October 14, 2020
Trial Date: None Set

1 Plaintiff Francisco Gutierrez (“Plaintiff”) and Defendants Frida Restaurant Americana,
2 LLC and Frida Americana Management, LLC (“Defendants”) (*collectively* “the Parties”), by and
3 through their respective counsel of record, hereby stipulate as follows:

4 1. WHEREAS, on or about June 19, 2020, Plaintiff filed a letter with the Labor and
5 Workforce Development Agency (“LWDA”) and provided a copy to Defendants via certified mail
6 alleging (1) failure to pay for all time worked at correct rates of pay, including minimum wages,
7 straight time wages, and overtime compensation; (2) failure to provide meal periods and pay meal
8 period premiums; (3) failure to authorize and permit rest periods and pay rest period premiums;
9 (4) failure to timely pay wages during employment; (5) failure to provide accurate itemized wage
10 statements; (6) failure to maintain accurate records; (7) failure to pay vacation time; (8) failure to
11 pay sick time; and (9) failure to pay all wages upon termination of employment. Attached as
12 **Exhibit A** to the Declaration of Cody Payne is a true and correct copy of the letter filed with the
13 LWDA. Declaration of Cody Payne [“Payne Decl.”], ¶ 13, Ex. A.

14 2. WHEREAS, on or about October 14, 2020, Plaintiff filed this Complaint in the
15 California Superior Court for the County of Los Angeles (the “Court”) entitled *Gutierrez v. Frida*
16 *Restaurant American, LLC, et al.*, Case No. 20STCV39369 (the “Action”). The Action alleges the
17 following cause of action: (1) Private Attorneys General Act, Labor Code § 2698, et seq.
18 (“PAGA”). Payne Decl., ¶ 14.

19 3. WHEREAS, Defendants vigorously dispute and deny the allegations and the cause
20 of action asserted in the Action, including, without limitation, Plaintiff’s and the Aggrieved
21 Employees’ (defined below) claim for civil penalties pursuant to PAGA. Payne Decl., ¶ 15.

22 4. WHEREAS, the Parties engaged in an informal exchange of documents and
23 information related to the claims alleged in this Action. Defendants also provided a 20% random
24 sampling of Aggrieved Employees’ time and payroll data. The Parties have also conducted
25 extensive independent investigation and evaluations of the claims and defenses in this matter.
26 Plaintiff’s counsel has significant experience litigating and resolving representative claims,
27 including for civil penalties under PAGA as alleged in the Action. Payne Decl., ¶¶ 2-11, 16.

28 5. WHEREAS, following this exchange of documents and information, the Parties

engaged in settlement negotiations and agreed to resolve the matter for a Gross Settlement Amount of Seventy Thousand Dollars and Zero Cents (\$70,000.00) of which Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00) is allocated to Plaintiff's Individual Claims and remaining Sixty-Two Thousand Five Hundred Dollars and No Cents (\$62,500.00) to PAGA. Payne Decl., ¶ 17.

6. WHEREAS, on or about June 15, 2021, the Parties finalized the settlement, the material terms of which are encompassed in the PAGA Settlement Agreement ("Settlement Agreement"). According to the Settlement Agreement, the "Released Claims" are defined as any and all claims for the recovery for civil penalties, attorneys' fees and costs permissible under PAGA, whether known or unknown, which Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the Complaint or the PAGA Notice, including unpaid straight and overtime wages (including any work off-the-clock), failure to pay employees all minimum wages and overtime wages owed including by failing to pay all overtime and double time at the correct regular rate of pay, failure to provide compliant meal and rest breaks, failure to pay them all premium wages owed for short, late or missed meal and rest periods, failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the times permissible under Labor Code section 204; failure to provide complete and accurate wage statements; failure to keep complete and accurate payroll records; failure to pay vacation time; failure to pay sick time; violations of Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 245.5, 246(i), 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and IWC Wage Orders including inter alia, Wage Order 5-2001 Payne Decl., ¶ 13, Ex. B. Attached as **Exhibit B** to the Declaration of Cody Payne is a true and correct copy of the proposed Settlement Agreement.

7. WHEREAS, for purposes of settlement of Plaintiff's representative claim under PAGA, "Aggrieved Employees" is defined as all persons who were employed by Defendants as non-exempt hourly employees in California at any time during the period from June 19, 2019, through the date of the order approving the settlement. Payne Decl., ¶ 19, Ex. B.

8. WHEREAS, the Settlement Agreement defines the Effective Date as the date by

1 which the Court enters an Order approving this Settlement Agreement and Notice of such Order
2 is provided to Defendants. Payne Decl., ¶ 20, Ex. B.

3 9. WHEREAS, California Labor Code section 2699(1)(2) requires that this Court
4 review and approve any settlement pursuant to PAGA.

5 10. WHEREAS, the Parties' Settlement Agreement contemplates:

6 (a) Issuance of a Court order approving the Settlement;

7 (b) Discharge and release by Plaintiff, the State of California, and all Aggrieved
8 Employees of the Released Parties from the Released Claims;

9 (c) Plaintiff executing a general release as to the Released Parties; and

10 (d) Barring and enjoining Plaintiff, the State of California, and all Aggrieved
11 Employees from instituting or prosecuting, either directly or indirectly, individually, collectively,
12 and/or representatively, any and all Released Claims, such that the Settlement Agreement may be
13 pleaded by any Released Party as a full and complete defense to, and may be used as the basis for
14 an injunction against, any action, suit or other proceeding that has been or may be instituted,
15 prosecuted or attempted, asserting any of the Released Claims. Payne Decl., Ex. B.

16 11. WHEREAS, the Parties recognize that the issues presented in the Action are likely
17 only to be resolved with extensive and costly pretrial and trial proceedings, and that further
18 litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to
19 the potential benefits of litigation. Further, Defendants contended they not only had substantial
20 defenses to the violations, but also raised concerns regarding financial strain and their inability to
21 pay a larger judgment, and have provided a declaration concerning their representation of financial
22 distress. The Parties have taken into account the risk and uncertainty of the outcome inherent in
23 any litigation. Payne Decl., ¶ 22; *See* Declaration of David Handelman ["Handelman Decl."] ¶¶ 3-
24 7.

25 12. WHEREAS, based on their own independent investigations and evaluations, the
26 Parties and their respective counsel are of the opinion that the settlement of the Released Claims
27 on the terms set forth in the Settlement Agreement are fair, reasonable and adequate and is in the
28 best interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and

1 circumstances and the risks inherent in litigation:

- 2 a. Nothing in the Joint Stipulation, the PAGA Settlement Agreement, or the
3 Proposed Order will prevent any employee from claiming or pursuing
4 individual claims for violation of the California Labor Code, with the exception
5 of named Plaintiff's individual release set forth in the Settlement Agreement.
- 6 b. The dispute as to the existence of bad faith, thereby justifying the reduction of
7 the maximum valuation of the PAGA Claims. *See Jordan v. NCI Grp., Inc.*, No.
8 EDCV 16-1701 JVS (SPx), 2018 WL 1409590, at *3 (C.D. Cal. Jan. 5, 2018)
9 (finding a PAGA settlement "fair, adequate, and reasonable" where the
10 maximum valuation was reduced by 1/3 because of evidence demonstrating a
11 lack of bad faith and giving trial courts "substantial discretion to reduce PAGA
12 awards when it does not appear that the employer acted in bad faith"); and
- 13 c. Plaintiff's counsel submitted the Proposed Settlement to the LWDA on or about
14 July 14, 2021, in accordance with Labor Code section 2699(l)(2). Since that
15 time, Plaintiff has neither received a response nor objection from the LWDA,
16 asserting that the terms of the settlement are unfair, inadequate or insufficient.
17 Payne Decl., ¶¶ 21 -26, 30, Ex. D. Attached as **Exhibit D** to the Declaration of
18 Cody Payne is a true and correct copy of the email received from the LWDA in
19 response to submitting the proposed Settlement Agreement.

20
21 13. WHEREAS, the Parties recognize that this Court may, pursuant to California Labor
22 Code section 2699(e)(2), award a lesser amount than the maximum civil penalty amount permitted
23 under PAGA if, based on the facts and circumstances of the particular case, to do otherwise would
24 result in an award that is unjust, arbitrary and oppressive, or confiscatory.

25 14. WHEREAS, the Parties agree that Phoenix Settlement Administrators ("Settlement
26 Administrator") shall administer the Settlement Agreement in accordance with its terms. Payne
27 Decl., Ex. B.

28 15. WHEREAS, in consideration of the terms and conditions set forth in the Settlement

1 Agreement, the Parties agree to be bound to the terms and conditions set forth in the Settlement
2 Agreement, including that:

3 (a) Within fourteen (14) calendar days after the Effective Date, Defendants will
4 provide, on a confidential basis, the Settlement Administrator a complete list of all Aggrieved
5 Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in
6 Microsoft Office Excel and will include each Aggrieved Employee’s full name; last known mailing
7 address; Social Security number; the respective number of pay periods during which each
8 Aggrieved Employee worked during the Settlement Period; and any other relevant information
9 needed to calculate and distribute the Individual PAGA Payments. The Settlement Administrator
10 shall not distribute or use the Aggrieved Employee List or any information contained therein for
11 any purpose other than to administer this Settlement.

12 (b) Within sixty (60) days after the Effective Date, Defendants shall deposit Thirty-
13 Five Thousand Dollars and Zero Cents (\$35,000.00) of the Settlement Fund into the QSF to be
14 established by the Settlement Administrator. Within six (6) months of the first payment,
15 Defendants shall deposit the remaining Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)
16 of the Settlement Fund into the QSF. The Settlement Fund shall be allocated as follows:

17 i. Civil Penalties in the amount of Twenty-Nine Thousand Eight Hundred
18 Seventy-Nine Dollars and Eighty-Four Cents (\$29,879.84), allocated and paid
19 as follows:

20 a. Civil Penalties to the LWDA in the amount of Twenty-Two Thousand
21 Four Hundred Nine Dollars and Eighty-Eight Cents (\$22,409.88)
22 (“LWDA Penalties Payment”), which represents 75% of the total amount
23 allocated to civil penalties;

24 b. Civil Penalties to the Aggrieved Employees in the amount of Seven
25 Thousand Four Hundred Sixty-Nine Dollars and Ninety-Six Cents
26 (\$7,469.96) (“PAGA Penalties Amount”), which represents 25% of the
27 total amount allocated to civil penalties;

28 ii. Attorneys’ fees payment to Plaintiff’s counsel in the amount of Twenty-Eight

Thousand Dollars and Zero Cents (\$28,000.00) (“Attorneys’ Fees Payment”), and reimbursement of actual litigation expenses to Plaintiff’s counsel in the amount of Two Thousand One Hundred Twenty Dollars and Sixteen Cents (\$2,120.16) (“Litigation Costs Payment”);

iii. General Release Fee to Plaintiff Francisco Gutierrez in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00);

iv. Settlement Administration Expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators, in an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00). To the extent the Settlement Administration Expenses fall below this amount, they shall be included in the Net Settlement Amount to be paid to the Aggrieved Employees.

(c) Within seven (7) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the LWDA; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself.

(d) The PAGA Penalties Amounts to the Aggrieved Employees shall be calculated on a *pro rata* basis, based on the pay periods worked, using the following formula: Settlement Payment = Aggrieved Employee Fund x (Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during Settlement Period).

(e) This Court shall retain jurisdiction to enforce the terms of the Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6; and

(f) The Parties shall bear their own respective costs and attorneys’ fees, except as otherwise provided in the Settlement Agreement. Payne Decl., ¶ 27.

The PAGA Settlement, Attorneys’ Fees, and Individual Settlement are Fair and Reasonable

16. WHEREAS, the Gross Settlement Amount of \$70,000, minus the General Release Fee equals \$62,500. The total number of Aggrieved Employees during the PAGA period is one hundred seventy-two (172) employees and approximately 2,665 pay periods. Using a potential

1 \$100 penalty for each of the Aggrieved Employees and assuming a subsequent violation rate would
2 not be warranted (which the Parties dispute) over approximately 2,665 pay periods during the
3 settlement period, the maximum penalty exposure under this analysis is \$266,500. However, the
4 Action was subject to Defendants' defenses (such as challenging the manageability and viability
5 of Plaintiff's PAGA claim on a representative basis and challenging Plaintiff's standing as an
6 aggrieved employee), as well as risks inherent in a PAGA Action (such as the Court's discretion
7 to decline or reduce any penalties assessed). Further, Defendants contended they not only had
8 substantial defenses to the violations, but also raised concerns regarding financial strain and their
9 inability to pay a larger judgment, and have provided a declaration concerning their representation
10 of financial distress. Therefore, the Settlement Agreement is fair, reasonable, adequate, and in the
11 best interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and
12 circumstances, including the risk of significant costs and delay, the defenses asserted by
13 Defendants including the risks of adverse determinations on the merits, and numerous potential
14 appellate issues. Payne Decl., ¶¶ 22 – 26.

15 17. WHEREAS, the Parties agree that the General Release Fee to Plaintiff is fair and
16 reasonable to compensate Plaintiff for the general release of all claims that Plaintiff may have
17 against Defendants, which are unique to Plaintiff, and that other Aggrieved Employees do not have
18 and/or are not releasing, including:

19 a. Plaintiff's individual claims for claims for violation of the Labor Code
20 throughout his employment with Defendants:

21 i. Plaintiff alleges that he was employed by Defendants as a bus boy and
22 food runner from approximately January 2009 through January 2020 as
23 an hourly non-exempt employee at \$12.00 per hour, during which he
24 claims he was forced to work off the clock. An extrapolation of his
25 records demonstrates he worked at least five days a week and a
26 minimum of at least 40 hours per week for the majority of his
27 employment. In reviewing the pay records produced, if Plaintiff was
28 forced to work off the clock, as alleged, he would have been entitled to

overtime during nearly every pay period throughout his employment.

ii. Plaintiff alleged that he was unable to take uninterrupted meal periods, and was unable to take a second meal period, and even when clocked out for alleged meal periods, he was forced to continue working which resulted in off-the-clock work. Further, Plaintiff alleged that Defendants employed a rounding system that led to underpayment of Plaintiff and further off-the-clock work. Additionally, Plaintiff alleged he was unable to take all of his rest periods.

iii. Based on Plaintiff's allegations and a review and extrapolation of the records produced by Defendants, Plaintiff claims he is entitled to at least the following unpaid wages, premiums, and penalties:

1. Plaintiff alleged that he is entitled to approximately 5 meal period premiums per week at his hourly rate of \$12.00 an hour for the approximately 169 weeks that he worked for Defendants during the statutory period, resulting in \$10,140 in owed meal period premiums.

2. Plaintiff alleged that he is entitled to approximately 5 rest period premiums per week at his hourly rate of \$12.00 an hour for the approximately 169 weeks that he worked for Defendants during the statutory period, resulting in \$10,140 in owed rest period premiums.

3. Plaintiff alleged that he is entitled to approximately 5 hours of overtime per week at his hourly overtime rate of \$18.00 an hour for the approximately 169 weeks that he worked for Defendants during the statutory period, resulting in \$15,210 in owed overtime.

4. Plaintiff alleged that he is entitled to waiting time penalties of \$12.00 per hour for 8 hours per day at a daily rate of \$96.00 for

30 days resulting in \$2,880 in owed waiting time penalties.

5. Plaintiff alleged that he is entitled to penalties related to pay stub violations in the amount of \$4,000.

6. Accordingly, Plaintiff alleged that he is entitled to at least \$42,370 in total unpaid wages, premiums, and penalties.

Therefore, a request for settlement of his individual wage claims for \$7,500 is reasonable. Payne Decl., ¶ 29.

18. WHEREAS, Plaintiff represents that the Attorneys' Fees Payment to Plaintiff's counsel is fair and reasonable in light of both the monetary and non-monetary relief obtained through the Settlement Agreement, and the amount of work and time expended by Plaintiff's counsel in prosecuting this matter:

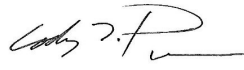
b. A time and task sheet detailing the time spent on different tasks associated with this lawsuit thus far is attached hereto as "**Exhibit C.**" To date, Plaintiff's Counsel has performed substantial work on this matter, prior to and since the commencement of this action. Plaintiff's Counsel spent approximately 183.50 hours litigating this case. It is further estimated that Plaintiff's Counsel's office will need to expend at least another 5 hours to monitor the process leading up to distribution of payments pursuant to the Settlement Agreement. Plaintiff's Counsel also bears the risk of taking whatever actions are necessary if Defendants fail to pay. The requested hourly rates of \$500 for Mr. Payne, and \$450 for Ms. Nguyen are well within the range of a reasonable rates for attorneys with Plaintiff's Counsel's, knowledge, experience, and ability. Using a blended hourly rate of \$475, the fees incurred for Plaintiff's Counsel, to date, is approximately \$87,162.50. However, Plaintiff's Counsel is only seeking \$28,000. Therefore the requested fees are reasonable in light of the litigation. Payne Decl., ¶ 30.

19. WHEREAS, Defendants do not oppose the Attorneys' Fees payment requested by Plaintiff's counsel.

1 20. NOW THEREFORE, the Parties jointly request that the Court enter an order
2 approving the Settlement Agreement attached hereto as **Exhibit B** and the terms outlined in this
3 Joint Stipulation, dismissing this action with prejudice and retaining jurisdiction to enforce the
4 terms of the Settlement Agreement pursuant to California Code of Civil Procedure section 664.6.

5 August 3, 2021
6 DATED: July ____, 2021

PAYNE NGUYEN, LLP

7 By: 
8 Cody Payne

9 Kim N. Nguyen
10 Attorneys for Plaintiff
11 FRANCISCO GUTIERREZ

12 DATED: July ____, 2021

PERLEBERG MCCLAREN LLP

13 By: _____
14 Anthony McClaren
15 Attorneys for Defendants
16 FRIDA RESTAURANT AMERICANA, LLC
17 and FRIDAY AMERICANA
18 MANAGEMENT, LLC
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5 DATED: July ____, 2021

PAYNE NGUYEN, LLP

7 By: _____

8 Cody Payne
9 Kim N. Nguyen
10 Attorneys for Plaintiff
11 FRANCISCO GUTIERREZ

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DATED: ^{August 2} ~~July~~ ____, 2021

PERLEBERG MCCLAREN LLP

By: _____

Anthony McClaren
Attorneys for Defendants
FRIDA RESTAURANT AMERICANA, LLC
and FRIDAY AMERICANA
MANAGEMENT, LLC

~~[PROPOSED]~~ ORDER

Having reviewed and considered the Parties' Joint Stipulation for Order Approving Settlement Pursuant to California Labor Code Private Attorneys General Act and finding good cause therefore, the Court finds that:

1. On October 14, 2020, Plaintiff Francisco Gutierrez ("Plaintiff") filed this Action seeking civil penalties under PAGA based on alleged wage and hour Labor Code violations on behalf of "Aggrieved Employees," defined as all persons who were employed by Defendants Frida Restaurant Americana, LLC and Frida Americana Management, LLC ("Defendants") as non-exempt hourly employees in California at any time since June 19, 2019.

2. The California Labor Workforce and Development Agency has been given proper notice of this proposed settlement, in accordance with Labor Code section 2699(1)(2), and has expressed no objection, and no other party has standing to object, nor has any other party done so.

3. Settlement of the Action for \$70,000.00, inclusive of settlement of claims under PAGA alleged in the Action, attorneys' fees, litigation costs, settlement administrator costs, and a general release payment to Plaintiff Francisco Gutierrez, is in all respects, fair, adequate, and reasonable, and was reached as a result of intensive, serious and non-collusive arm's length negotiations.

4. Under the terms of the PAGA Settlement Agreement (the "Agreement") between the parties, which was filed with the Court on August 3 2021 as an attachment to the Joint Stipulation, an award of attorneys' fees and costs to Plaintiff's counsel in the amount of \$28,000 is fair, adequate and reasonable.

5. The amount payable to the Aggrieved Employees is fair, adequate and reasonable.

6. The amount payable to the Settlement Administrator is fair, adequate and reasonable.

7. The amount payable to Plaintiff Francisco Gutierrez as set forth in the agreement for a general release is fair, adequate, and reasonable.

8. The amount payable to the LWDA as set forth in the Agreement is fair, adequate and reasonable.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Joint Stipulation is GRANTED and the Court approves the Settlement Fund of \$70,000.00, which is inclusive of settlement of claims under PAGA alleged in the Action, attorney's fees, litigation costs, and a general release payment to Francisco Gutierrez. The Settlement Fund shall be distributed as follows:

- a. Twenty-Eight Thousand Dollars and Zero Cents (\$28,000.00) will be paid to Plaintiff's counsel as reasonable attorneys' fees and Two Thousand One Hundred Twenty Dollars and Sixteen Cents (\$2,120.16) will be paid to Plaintiff's counsel as reasonable litigation costs, as outlined in the Joint Stipulation.
- b. Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500) will be paid to Plaintiff Francisco Gutierrez as consideration for his general release of all claims in favor of Defendants, as outlined in the Joint Stipulation.
- c. Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) will be paid to Phoenix Settlement Administrators as reasonable Settlement Administration Expenses, as outlined in the Joint Stipulation.
- d. The remaining Twenty-Nine Thousand Eight Hundred Seventy-Nine Dollars and Eighty-Four Cents (\$29,879.84) of the Settlement Fund after deduction of the payments under 1(a)-(c), shall be the PAGA Penalties Fund as consideration for the release of the Released Claims against the Released Parties during the Settlement Period by Plaintiff, the LWDA, the State of California and the Aggrieved Employees. The PAGA Penalties fund will be distributed as follows:
 - i. 75%, or \$22,409.88, shall be paid to the LWDA;

- ii. 25%, or \$7,469.96, shall be paid to the “Aggrieved Employees,” distributed to each of them as Individual PAGA Payments, and such distribution shall be a *pro rata* basis based on the pay periods worked by the Aggrieved Employees during the PAGA Period.

2. Within the time limits set forth in the Agreement, Defendants will provide the Settlement Administrator with a complete list of all Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employee’s full name; last known mailing address; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate and distribute the individual PAGA Payments.

3. Within the time limits set forth in the Agreement, Defendants will deposit \$70,000.00 into a Qualified Settlement Fund to be established by the Settlement Administrator selected by the parties in the Agreement.

4. Within the time limits set forth in the Agreement, the Settlement Administrator will issue all payments provided in this Order. The payments will be calculated as provided in this Order.

5. The Court approves and incorporates by reference the terms and conditions of the Agreement and Joint Stipulation (as defined above), including, without limitation, (i) the Release of PAGA Claims (paragraph 27 of the Agreement) and (ii) Plaintiff’s general release of claims against Defendants (paragraph 19 of the Agreement), and directs the implementation of all remaining terms, conditions and provisions of the Agreement in accordance with its terms.

6. The Court shall retain jurisdiction over this matter until the final payment is made and all obligations in the Agreement are satisfied.

7. This Action is dismissed with prejudice. This dismissal does not extend to or otherwise affect the ability of an Aggrieved Employee to bring individual, non-representative

claims against the Defendants for alleged violations of the Labor Code.
8. All currently-set hearings in Dept. 53 are advanced to this day and vacated.

____ Plaintiff shall give notice.
IT IS SO ORDERED.

DATE: 11/01/2021



Robert B. Broadbelt

Judge of the Superior Court

Robert B. Broadbelt / Judge