

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Subject to final approval by the Court, this Settlement Agreement is between Francisco Mejia Calderon, Jesus Moreno, Leila Garcia, and Jason Casas (“Plaintiffs”), and Defendants Tapia Enterprises, Inc. a California corporation dba Tapia Brothers Co., Kitchen Cuts, LLC, and all related entities (“Defendants” or “Tapia”). Plaintiffs and Defendants collectively are referred to in this Agreement as the “Settlement Parties.”

I. DEFINITIONS

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Administration Costs**: The costs incurred by the Settlement Administrator to administer this Settlement, which shall not exceed \$15,000. All Administration Costs shall be paid from the Gross Settlement Amount. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- B. **Agreement, Settlement Agreement, Joint Stipulation, or Settlement**: The settlement agreement reflected in this document, titled “Joint Stipulation and Settlement Agreement.”
- C. **Attorney Fee Award**: The amount, not to exceed 35% of the Gross Settlement Amount or Seven Hundred Forty-Eight Thousand One Hundred Seventy-Seven Dollars (\$748,177), finally approved by the Court and awarded to Class Counsel. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendants. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- D. **Class**: All persons who are employed or have been employed by Tapia or Kitchen Cuts and performed work for Tapia or Kitchen Cuts in the State of California as hourly non-exempt employees, hourly non-exempt driver employees, or salaried driver employees at any time from June 14, 2014 through September 30, 2020.
- E. **Class Counsel**: David Mara and Matthew Crawford of Mara Law Firm, PC, Kane Moon and Allen Feghali of Moon & Yang, APC, and Joseph Lavi of Lavi & Ebrahimian, LLP.
- F. **Class Member**: Each person eligible to participate in this Settlement who is a member of the Class as defined above.
- G. **Class Notice or Notice**: The Notice of Class Action Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval.

- H. **Class Period:** June 14, 2014 through September 30, 2020.
- I. **Class Representatives or Plaintiffs:** Francisco Mejia Calderon, Jesus Moreno, Leila Garcia, and Jason Casas.
- J. **Class Representative Enhancement Payments:** The amount the Court awards to Plaintiffs, which will not exceed Ten Thousand Dollars (\$10,000) each. This payment shall be paid from the GSA and will not be opposed by Defendants. This payment is offered in consideration for the Plaintiffs' actions in conferring a benefit upon the State of California and the Class, the time and effort Plaintiffs put into pursuing the litigation. If the Court awards less than the amount requested, any amount not awarded will become part of the NSA for distribution to Participating Class Members.
- K. **Cost Award:** The amount that the Court orders Defendants to pay Class Counsel for payment of actual litigation costs, which shall not exceed \$60,000. The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendants. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Participating Class Members.
- L. **Counsel for Defendant:** Keith A. Fink, Sarah E. Hernandez, and Rosalyn P. Vasquez of Keith A. Fink & Associates.
- M. **Cy Pres Beneficiary:** The United Way, which is a non-profit organization that supports projects that benefit employees and applicants throughout the State of California. The Settlement Parties agree that designating The United Way as the Cy Pres Beneficiary will "further the purposes of the underlying class proceedings in this action and will promote justice for all Californians" in conformity with California Code of Civil Procedure section 384.
- N. **Defendants:** Tapia Enterprises, Inc. a California corporation dba Tapia Brothers Co., Kitchen Cuts, LLC.
- O. **Cross-Defendants:** World Staffing USA, LLC, Stopgap LLC dba World Staffing, LLC, Alexandra, LLC.
- P. **Disbursement of the Settlement:** The date on which the Settlement Administrator shall disburse the Gross Settlement Amount as indicated herein. Under the terms of this Settlement Agreement, twenty-one (21) days after the Effective Final Settlement Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement

Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court.

- Q. Effective Final Settlement Date:** The effective date of this Settlement will be when the final approval of the settlement can no longer be appealed, or, if there are no objectors and no plaintiffs in intervention at the time the court grants final approval of the settlement, the date the court enters judgment granting final approval of the settlement.
- R. Employer Taxes:** Defendants' portion of payroll taxes as the Class Members' current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) owed to the appropriate local, state, and federal taxing authorities. Defendants will pay its portion of payroll taxes separate and apart from the Gross Settlement Amount.
- S. Funding of Settlement:** Defendants shall wire to the Settlement Administrator the Gross Settlement Amount within fourteen (14) days of the Effective Final Settlement Date.
- T. Final Judgment or Final Approval:** The final order entered by the Court finally approving this Agreement.
- U. Gross Settlement Amount or GSA:** The total value of the Settlement is a non-reversionary Two Million One Hundred Thirty-Seven Thousand Six Hundred Fifty One Dollars (\$2,137,651). This is the gross amount Defendants are required to pay under this Settlement Agreement, in addition to its obligation to pay its share of Employer Taxes. The Gross Settlement Amount includes: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendants for any reason.
- V. Individual Settlement Share(s):** The amount payable to each Participating Class Member under the terms of this Settlement Agreement. Class Members are not required to submit a claim form to receive their Individual Settlement Shares pursuant to this Agreement. Rather, Participating Class Members will receive an Individual Settlement Share automatically, without the return of a claim form.
- W. LWDA:** California Labor and Workforce Development Agency.

- X. Net Settlement Amount or NSA:** The total amount of money available for payout to Participating Class Members, which is the GSA less the Attorney Fee Award, Cost Award, Class Representative Enhancement Payments, the portion of the PAGA Payment paid to the LWDA, and Administration Costs. In other words, the NSA is the portion of the GSA that will be distributed to Class Members who do not request exclusion from the Settlement. The payment of employee-side taxes on the portion of the settlement shares earmarked as wages shall be paid out of the Net Settlement Amount. Thus, the individual settlement shares that are paid out of the Net Settlement Amount shall be reduced by the employee's tax liability for the share.
- Y. PAGA:** The California Labor Code Private Attorneys General Act of 2004 (Cal. Labor Code §§ 2698 *et seq.*).
- Z. PAGA Payment:** The PAGA Payment consists of Two Hundred Thousand Dollars (\$200,000.00) of the GSA allocated to satisfy the PAGA penalties claim as alleged in the in the Complaint. Seventy-five percent (75%) of the PAGA Payment (\$150,000) shall be paid to the LWDA, and twenty-five percent (25%) (\$50,000) of the PAGA Payment shall be part of the Net Settlement Amount distributed to Participating Class Members.
- AA. Participating Class Members:** All Class Members who do not submit a valid and timely request to exclude themselves from this Settlement.
- BB. Parties:** Plaintiffs Francisco Mejia Calderon, Jesus Moreno, Leila Garcia, and Jason Casas, as individuals and as Class Representatives; Defendants Tapia Enterprises, Inc. a California corporation dba Tapia Brothers Co., Kitchen Cuts, LLC, and all related entities.
- CC. Preliminary Approval or Preliminary Approval Order:** The Court's order preliminarily approving the proposed Settlement.
- DD. Qualified Settlement Fund or QSF:** The Settlement Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Settlement Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- EE. Released Claims:** Class Members who do not opt out of the settlement will release all claims alleged in the Second Amended Complaint, including unpaid wages, overtime, missed meal and rest periods, reimbursement claims, waiting time penalties, payroll stub violations, recovery periods, Business and

Professions Code §§17200, restitution, labor code penalties, interest, attorney's fees, costs and expenses, and PAGA penalties through September 30, 2020.

FF. Released Parties: Defendants and all related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees) predecessors, successors, and assigns, Raul Tapia, Sr., Frank Tapia, Ramon Tapia, Monica Tapia, Erik Tapia, Raul Tapia, Jr., and all related entities, and Cross-Defendants and all related entities.

GG. Response Deadline: Thirty (30) calendar days from the initial mailing of the Notice.

HH. Second Amended Complaint: As part of the Settlement and prior to filing Plaintiffs' Motion for Preliminary Approval, the Settlement Parties agree to stipulate to permit Plaintiffs leave to file a Second Amended Complaint in *Francisco Mejia Calderon v. Tapia Enterprises, Inc.*, Case No. BC709635, consolidating all pending matters for settlement purposes. This stipulation will also request that the Court grant Defendants 15 days to file an Answer to the Second Amended Complaint filed by Plaintiffs.

II. Settlement Administration: The Settlement Administrator will conduct a skip trace for the address of all former employee Class Members. The Settlement Administrator will mail the Notice by first class U.S. mail to all Class Members at the address Defendant has on file for those Class Members and to all former employee Class Members at the address resulting from the skip trace. The Notice will inform Class Members that they have until the Response Deadline to either object to the Settlement or to opt-out of the Settlement. Any Class Member who does not receive Notice after the steps outlined above have been taken will still be bound by the Settlement and/or judgment.

JJ. Settlement Administrator: The third party administrator agreed upon by Settlement Parties to administer this Settlement is Simpluris, Inc.

KK. Superior Court: Los Angeles County Superior Court.

II. RECITALS

A. *Francisco Mejia Calderon v. Tapia Enterprises, Inc.*, Case No. BC709635, was filed by Plaintiff Francisco Mejia Calderon in the Los Angeles County Superior Court on June 14, 2018. The complaint alleged causes of action on behalf of himself and those similarly situated driver employees for failure to provide meal, rest, and recovery periods, failure to pay all wages at the straight time and overtime rate, failure to properly itemize wage statements, failure to pay for all wages owed at the time of termination, failure to reimburse business expenses, and violation of California Business & Professions Code §§17200.

- B.** Defendants Answered Plaintiff Mejia Calderon's Complaint on September 21, 2018. In its answer Defendants affirmatively denied generally and specifically all claims raised in the complaint.
- C.** On October 10, 2018, Defendants filed a motion for summary judgment, arguing that because Plaintiff Mejia Calderon resided in Arizona while working for Defendants, he could not be an adequate class representative, nor bring his claims under California law. On April 16, 2019, the Court denied Defendant's motion, finding that the evidence submitted showing Plaintiff Mejia Calderon's substantial work activity in California, amongst other things, demonstrated triable issues of material facts.
- D.** On September 4, 2019, Plaintiff Mejia Calderon filed a motion for leave to amend the complaint. On October 1, 2019, the Court granted the motion. Plaintiff Mejia Calderon filed his First Amended Complaint on October 4, 2019. Defendants Answered the First Amended Complaint on October 21, 2019.
- E.** *Leila Garcia v. Tapia Enterprises, Inc., et al.*, Case No. 19STCV34408, was filed by Plaintiff Leila Garcia in the Los Angeles County Superior Court on September 27, 2019. The complaint alleged causes of action on behalf of herself and those similarly situated hourly, non-exempt employees for failure to provide meal and rest periods, failure to pay minimum wage and all wages at the straight time and overtime rate, failure to properly itemize wage statements, failure to pay for all wages owed at the time of termination, failure to reimburse business expenses, and violation of California Business & Professions Code §§17200.
- F.** *Jason Casas v. Tapia Enterprises, Inc.*, Case No. 19STCV43688, was filed by Plaintiff Jason Casas in the Los Angeles County Superior Court on December 5, 2019. The complaint alleged causes of action on behalf of himself and those similarly situated hourly driver employees for failure to provide meal and rest periods, failure to pay minimum wage and all wages at the straight time and overtime rate, failure to properly itemize wage statements, failure to pay for all wages owed at the time of termination, and violation of California Business & Professions Code §§17200.
- G.** Plaintiff Casas sent notice to the Labor Workforce Development Agency alleging violations of the Private Attorneys General Act of 2004 PAGA against Defendants on December 6, 2019.
- H.** Defendants Tapia Enterprises, Inc. a California corporation dba Tapia Brothers Co., Kitchen Cuts, LLC filed a Cross-Complaint against Cross-Defendants World Staffing USA, LLC, Stopgap LLC dba World Staffing, LLC, Alexandra,

LLC, the staffing agencies used to staff several Class Members, in the *Garcia* Action on February 27, 2020.

- I. Defendants Answered Plaintiff Garcia's Complaint on April 22, 2020. In its answer Defendants affirmatively denied generally and specifically all claims raised in the complaint.
- J. Cross-Defendants World Staffing USA, LLC, Stopgap LLC dba World Staffing, LLC, Alexandra, LLC Answered Defendants Tapia Enterprises, Inc. a California corporation dba Tapia Brothers Co., Kitchen Cuts, LLC's Cross-Complaint on May 27, 2020. The answer affirmatively denied generally and specifically all claims raised in the cross-complaint.
- K. Plaintiff Jesus Moreno sent notice to the Labor Workforce Development Agency alleging violations of the Private Attorneys General Act of 2004 PAGA against Defendants on August 24, 2020.
- L. Defendants Answered Plaintiff Casas' Complaint on July 13, 2020. In its answer Defendants affirmatively denied generally and specifically all claims raised in the complaint.
- M. Plaintiff Mejia Calderon propounded two sets of special interrogatories and one set of demands for production of documents, to which Defendants responded. Defendants propounded one set of Form Interrogatories – Employment, one set of requests for admission, and one set of demands for production of documents, to which Plaintiff Mejia Calderon responded.
- N. Plaintiff Garcia and Plaintiff Moreno engaged in extensive informal written discovery with Defendants.
- O. In addition, Plaintiffs reviewed a substantial amount of data and documents relating to the size and scope of the class that permitted an evaluation of the class-wide claims.
- P. The Settlement Parties attended mediation with Steven Rottman on August 31, 2020. After a full day of arms-length mediation, the Settlement Parties were able to reach a global settlement in all pending matters, the terms of which are reflected herein.
- Q. **Benefits of Settlement to Class Members.** Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs and Class Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have conducted extensive settlement negotiations. Based on the foregoing,

Plaintiffs and Class Counsel believe the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class Members.

- R. Defendants' Reasons for Settlement.** Defendants recognize that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of the Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendants, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- S. Defendants' Denial of Wrongdoing.** Defendants generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the actions are not appropriate for class treatment. Defendants assert a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the actions. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiffs against Defendants or as to whether a class or classes should be certified, other than for settlement purposes only.
- T. Plaintiffs' Claims.** Plaintiffs asserts that Defendants' defenses are without merit. Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiffs, Class Members, or Class Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this Settlement is finally approved by the Court, the Plaintiffs, Class Members, and Class Counsel will not oppose Defendants' efforts to use this Agreement to prove that Plaintiffs and Class Members have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the maximum Gross Settlement Amount that Defendants are obligated to pay under this Settlement Agreement is Two Million One Hundred Thirty-Seven Thousand Six Hundred Fifty One Dollars (\$2,137,651), with the exception of its obligation to separately pay Employer Taxes.

- B. Class Certification.** Solely for the purposes of this Settlement, the Settlement Parties stipulate and agree to certification of the claims asserted on behalf of Class Members. As such, the Settlement Parties stipulate and agree that in order for this Settlement to occur, the Court must certify the Class as defined in this Agreement.
- C. Conditional Nature of Stipulation for Certification.** The Settlement Parties stipulate and agree to the certification of the claims asserted on behalf of Plaintiff and Class Members for purposes of this Settlement only. If the Settlement does not become effective, the fact that the Settlement Parties were willing to stipulate to certification as part of the Settlement shall not be admissible or used in any way in connection with, the question of whether the Court should certify any claims in a non-settlement context in this Action or in any other lawsuit. If the Settlement does not become effective, Defendants reserve the right to contest any issues relating to class certification and liability.
- D. Appointment of Class Representatives.** Solely for the purposes of this Settlement, the Settlement Parties stipulate and agree Plaintiffs Francisco Mejia Calderon, Jesus Moreno, Leila Garcia, and Jason Casas shall be appointed as representatives for the Class.
- E. Appointment of Class Counsel.** Solely for the purpose of this Settlement, the Settlement Parties stipulate and agree that the Court appoint Class Counsel to represent the Class.
- F. Individual Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Settlement Share from the Net Settlement Amount to each Participating Class Member.

1. Calculation.

- a. Individual Settlement Share Calculation.** Each Participating Class Member will receive a proportionate share of the Net Settlement Amount that is equal to (i) the number of weeks he or she worked for Defendants in California based on the Class data provided by Defendants, divided by (ii) the total number of weeks worked by all Participating Class Members based on the same Class data, which is then multiplied by the Net Settlement Amount. One day worked in a given week will be credited as a week for purposes of this calculation. Therefore, the value of each Class Member's Individual Settlement Share ties directly to the amount of weeks that he or she worked.
- b.** If the number of class members exceeds 494 by the end of the class period or if the number of work weeks exceeds 68,250 by the end of the class period, the original gross settlement amount reached

at mediation of Two Million Dollars (\$2,000,000) shall be increased by the percentage that the actual number of class members exceeds 494 or actual number of workweeks exceeds 68,250.

2. **Tax Withholdings.** Each putative class member's gross settlement award will be apportioned as follows: 33 1/3% wages, 33 1/3% interest, and 33 1/3% penalties. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. Payment of all amounts will be made subject to backup withholding unless a duly executed W-9 form is received from the payee(s). The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms. Only the employee share of payroll tax withholdings shall be from each persons' Individual Settlement Share; Defendants will separately pay the employers' share of payroll taxes.

G. Constituents of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To the Named Plaintiffs:** In addition to their Individual Settlement Shares, and subject to the Court's approval, the named Plaintiffs, Francisco Mejia Calderon, Jesus Moreno, Leila Garcia, and Jason Casas, will receive up to Ten Thousand Dollars and Zero Cents (\$10,000) each. The Settlement Administrator will pay the Class Representative Enhancement Payments out of the GSA. Payroll tax withholdings and deductions will not be taken from the Class Representative Enhancement Payments. An IRS Form 1099 will be issued to the Plaintiffs with respect to their Class Representative Enhancement Payments.
2. **To Class Counsel.** Class Counsel will apply to the Court for, and Defendants agree not to oppose, a total Attorney Fee Award not to exceed Thirty-Five percent (35%) or \$700,000 of the GSA and a Cost Award not to exceed \$60,000. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the Gross Settlement Fund. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Class Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendants nor the

Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Class Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Participating Class Members.

3. **To the Responsible Tax Authorities.** The Settlement Administrator will pay the amount of the Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Settlement Administrator will calculate the amount of the Class Members' portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities. The Settlement Administrator will also calculate Defendants' portion of payroll withholding taxes payable on the wage portion of each Class Member's Individual Settlement Share and forward those amounts to Defendants and the appropriate taxing authorities.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed \$15,000. This will be paid out of the Gross Settlement Amount. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Participating Class Members.
5. **To the LWDA.** The Settlement Administrator will pay \$200,000 of the Gross Settlement Amount allocated to satisfy the PAGA penalties claim as alleged in the operative complaint. Seventy-five percent (75%) of the PAGA Payment shall be paid to the LWDA, and twenty-five percent (25%) of the PAGA Payment shall be part of the NSA distributed to Participating Class Members.
6. **To Class Members.** The Settlement Administrator will pay Participating Class Members according to the Individual Settlement Share calculations set forth above.

H. Appointment of Settlement Administrator. Solely for the purposes of this Settlement, the Settlement Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for preparing, translating to Spanish, printing, and mailing the Notice to the Class Members; keeping track of any objections or requests for exclusion from Class Members; performing skip traces and re-mailing Notices and Individual Settlement Shares to Class Members; calculating any and all payroll tax deductions as required by law; calculating each Class Member's Individual Settlement Share; providing weekly status reports to Defendants' Counsel and Class Counsel, which is to include updates on any objections or requests for exclusion that have been received; providing a due diligence declaration for submission to the Court prior to the Final

Approval hearing; mailing Individual Settlement Shares to Participating Class Members; calculating and mailing the PAGA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Class Counsel; calculating and paying amounts owed to the appropriate tax authorities; printing and providing Class Members and Plaintiffs with W-2s and 1099 forms as required under this Agreement and applicable law; providing a due diligence declaration for submission to the Superior Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the United Way, in the amounts directed per this Settlement, including the administration of related tax reimbursements; and for such other tasks as the Settlement Parties mutually agree. The Settlement Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

I. Procedure for Approving Settlement.

1. Amending the Complaint.

- a. Prior to filing Plaintiffs' Motion for Preliminary Approval, the Settlement Parties agree to stipulate to permit Plaintiffs leave to file a Second Amended Complaint in *Francisco Mejia Calderon v. Tapia Enterprises, Inc.*, Case No. BC709635, consolidating all pending matters for settlement purposes. This stipulation will also request that the Court grant Defendants 15 days to file an Answer to the Second Amended Complaint filed by Plaintiffs. .

2. Motion for Preliminary Approval and Conditional Certification.

- a. Plaintiffs will move for an order conditionally certifying the Class for settlement purposes only, giving Preliminary Approval of the Settlement, setting a date for the Final Approval hearing, and approving the Class Notice.
- b. At the Preliminary Approval hearing, the Plaintiffs will appear, support the granting of the motion, and submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representatives, Class Counsel, and Settlement Administrator; approving the Class Notice; and setting the Final Approval hearing.
- c. **Effect of Denial of Preliminary Approval.** Should the Court decline to conditionally certify the Class or to Preliminarily Approve all material aspects of the Settlement, the Settlement will be null and void, and the Settlement Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, Administration Costs, and

Class Representative Enhancement Payments shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancement Payment shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiffs' or Class Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, Administration Costs, and Class Representative Enhancements.

3. Notice to Class Members. After the Court enters its Preliminary Approval Order, every Class Member will be provided with the Class Notice (in both English and Spanish) in accordance with the following procedure:

- a. Class Data.** Within seven (7) business days after entry of the Preliminary Approval Order, Defendants shall deliver to the Settlement Administrator an electronic database, which will list for each Class Member: (1) first and last name; (2) last known mailing address; (3) social security number; (4) hire and termination dates; (5) last known email address; and (6) the total number of weeks during which the Class Member performed any actual work during the Class Period as a member of the Class ("Database"). If any or all of this information is unavailable to Defendants, Defendants will so inform Class Counsel and the Settlement Parties will make their best efforts to reconstruct or otherwise agree upon how to deal with the unavailable information. The Settlement Administrator will conduct a skip trace for the address of all Class Members who are former employees of Defendants. The Database shall be based on Defendants' payroll, personnel, and other business records. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.
- b. Notice Mailing.** Within fourteen (14) business days after entry of the Preliminary Approval Order, the Settlement Administrator will mail the Class Notice to all identified Class Members via first-class regular U.S. Mail, using the mailing address information provided by Defendants and the results of the skip trace performed on all former Defendants' employee Class Members.

- c. **Returned Notices.** If a Class Notice is returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Class Member and re-mail the Class Notice to the Class Member. The Settlement Administrator will use the National Change of Address Database and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Class Member for whom a Class Notice is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to Class Members for whom new addresses are found. The Settlement Administrator is unable to locate a better address, the Class Notice shall be re-mailed to the original address. If the Class Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.
- d. **Weekly Status Reports.** The Settlement Administrator shall provide a weekly status report to the Settlement Parties. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendants' Counsel of the number of Notices mailed and emailed (if applicable), the number of Notices returned as undeliverable, the number of Notices re-mailed, and the number of requests for exclusion or objections received.
- e. **Settlement Administrator's Declaration.** No later than fourteen (14) calendar days after the Response Deadline or at the request of the Settlement Parties, whichever comes first, the Settlement Administrator will provide the Settlement Parties a declaration of due diligence setting forth its compliance with its obligations under this Agreement. The declaration from the Settlement Administrator shall also be filed with the Court by Class Counsel at the time the Motion for Final Approval is filed. Before the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

4. Objections to Settlement. The Class Notice will provide the method and timing for objections to the Settlement.

- a. **Timing.** The objection must be submitted to the Settlement Administrator by mail, postmarked by the Response Deadline.

- b. Format.** Any Objections shall state: (a) the case name (e.g. *Francisco Mejia Calderon v. Tapia Enterprises, Inc.*) and case number (BC709635); (b) the objecting person's or his/her attorney's full name, address, and telephone number; (c) the words "Notice of Objection" or "Formal Objection;" (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class.

- 5. Request for Exclusion from the Settlement ("Opt-Out").** The Class Notice will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a written request for exclusion by the Response Deadline. The written request for exclusion must: (a) state the Class Member's name, address, telephone number, and social security number or employee identification number; (b) state the Class Member's intention to exclude themselves from or opt-out of the Settlement (e.g. "I want to exclude myself from this settlement. I also understand that I retain all rights to sue the Defendants for the claims asserted in this lawsuit."); (c) be addressed to the Settlement Administrator; (d) be signed by the Class Member or his or her lawful representative; and (e) be postmarked no later than the Response Deadline.

- a. Effect of "Opt-Out."** Any Class Member who returns a timely, valid, and executed request for exclusion will not participate in or be bound by the Settlement and subsequent judgment and will not receive an Individual Settlement Share or any benefit of this Settlement.
- b. Failure to "Opt-Out."** A Class Member who does not complete and mail a timely request for exclusion will automatically be included in the Settlement, will receive an Individual Settlement Share, and be bound by all terms and conditions of the Settlement, if the Settlement is approved by the Court, and by the subsequent judgment, regardless of whether he or she has objected to the Settlement.
- c. Confirmation of Authenticity.** If there is a question about the authenticity of a signed request for exclusion, the Settlement Administrator may demand additional proof of the Class Member's identity.

- d. Report.** No later than five (5) business days after the Response Deadline, the Settlement Administrator will provide the Settlement Parties with a complete and accurate accounting of the number of Notices mailed to Class Members, the number of Notices returned as undeliverable, the number of Notices re-mailed to Class Members, the number of re-mailed Notices returned as undeliverable, the number of Class Members who objected to the Settlement and copies of their submitted objections, the number of Class Members who returned valid requests for exclusion, and the number of Class Members who returned invalid requests for exclusion.
- 6. No Solicitation of Objections or Requests for Exclusion.** Neither the Settlement Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, request exclusion from the Settlement, or appeal from the Judgment.
- 7. Class Member Disputes.** If a Class Member disputes the basis for the calculation of their Individual Settlement Share, the Class Member must provide notice, in writing, to the Settlement Administrator before the Response Deadline. Any such challenge shall include the reasons supporting the challenge, as well as any documentation supporting his or her contention that the Individual Settlement Share calculation is incorrect. In the absence of such evidence, the Database will be controlling. The Settlement Administrator will consult with the Settlement Parties about how to resolve the challenge, evaluate the information provided, and will make a final and unappealable decision as to the outcome of the challenge. If the Individual Settlement Share calculation is adjusted following a challenge, then the Settlement Administrator shall notify the Class Member of the adjustment.
- 8. Policy Revisions.** As part of the settlement, Defendants agree to make the following policy changes:
 - a.** Defendants agree to no longer pay drivers, who perform work in California by salary. Pursuant to this, if any drivers employed by Defendants in California are paid by salary, Defendants agree to begin paying them by the hour by the Effective Final Settlement Date;
 - b.** Defendants agree to discontinue time rounding practices; and
 - c.** Defendants agree to include the provision of a second meal period as part of its meal period policy.

9. Motion for Final Approval.

- a.** Class Counsel will file unopposed motions and memorandums in support thereof for Final Approval of the Settlement and the following payments in accord with the terms of the Settlement: (1) the Attorney Fee Award; (2) the Cost Award; (3) Administrative Costs; (4) the Class Representative Enhancement Payments; and (5) PAGA Payment. Class Counsel will also move the Court for an order of Final Approval (and associated entry of Judgment) releasing and barring any Released Claims of the Participating Class Members.
- b. Denial or Appeal of Final Approval.** If the Court does not grant Final Approval of the Settlement, or if the Court's Final Approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will become null and void. If that occurs, the Settlement Parties will have no further obligations under the Settlement, including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement. Further, should this occur, the Settlement Parties agree they shall be equally responsible for the Settlement Administrator's Administration Costs through that date. An award by the Court of a lesser amount than sought by Plaintiffs and Class Counsel for the Class Representative Enhancement Payments, Attorney Fee Award, Cost Award, will not constitute a material modification to the Settlement within the meaning of this paragraph.
- c. Proposed Order and Judgment.** Upon Final Approval of the Settlement, the Settlement Parties shall present to the Court a proposed Final Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.

- 10. Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, if Class Members do not timely object to the Settlement, then the Settlement Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the

right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

11. Vacating, Reversing, or Modifying Judgment on Appeal. If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Settlement Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the Gross Settlement Amount, an alteration in the calculation of the Net Settlement Amount, and any change to the calculation of the Individual Settlement Share.

12. Disbursement of Settlement Shares and Payments. Subject to the Court finally approving the Settlement, the Settlement Administrator shall distribute funds pursuant to the terms of this Agreement and the Court's Final Approval Order and Judgment. The maximum amount Defendants can be required to pay under this Settlement for any purpose is the Gross Settlement Amount. The Settlement Administrator shall keep Defendants' Counsel and Class Counsel apprised of all distributions from the Gross Settlement Amount. The Settlement Administrator shall respond to questions from Defendants' Counsel and Class Counsel. No person shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on the distributions and payments made in accordance with this Agreement.

- a. **Funding the Settlement:** Defendants shall wire to the Settlement Administrator the Gross Settlement Amount within fourteen (14) days of the Effective Final Settlement Date.
- b. **Disbursement:** Twenty-one (21) days after the Effective Final Settlement Date, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Participating Class Members; (2) the Attorney Fee Award and Cost Award to Class Counsel for attorneys' fees and costs, as approved by the Court; (3) the Class Representative Enhancement Payments paid to the Class Representatives, as approved by the Court; (4) the Administration Costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and to Participating Class Members, as approved by the Court.

13. Final Report by Settlement Administrator. Within ten (10) business days after the disbursement of all funds, the Settlement Administrator will serve on the Settlement Parties a declaration providing a final report on the disbursements of all funds.

14. Uncashed Checks. Participating Class Members must cash or deposit their Individual Settlement Share checks within one hundred and eighty (180) calendar days after the checks are mailed to them.

- a. Reminder Postcard.** If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced.
- b. Cy Pres.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Share checks returned as undeliverable and funds associated with those Individual Settlement Share checks remaining un-cashed, shall be transmitted by the Settlement Administrator, in conformity with California Code of Civil Procedure section 384, to the United Way.

15. Defendants' Legal Fees. Defendants are responsible for paying for all of Defendants' own legal fees, costs, and expenses incurred in this Action outside of the Gross Settlement Fund.

J. Release of Claims. As of the Effective Final Settlement Date, Class Members who do not submit a timely and valid request for exclusion release the Released Parties from the Released Claims. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims.

K. Plaintiffs' Release of Claims and General Release. As of the Effective Final Settlement Date, Plaintiffs shall give the following general release of claims for themselves and their respective spouse, heirs, successors and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the date of his, her, or their signature on this Agreement, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all claims arising out of, based upon, or relating to his employment with Defendants or the remuneration for, or termination of, such employment. Plaintiffs' Release of

Claims also includes a waiver of California Civil Code section 1542, which provides as follows:

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

This release excludes any release of any claims not permitted to be released by law.

L. Miscellaneous Terms

- 1. No Admission of Liability.** Defendants make no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendants reserve the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendants deny that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement, a Class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants of liability or wrongdoing. This Settlement and Plaintiffs' and Defendants' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Class Representative Enhancement Payments and/or Individual Settlement Shares paid to Plaintiffs and Participating Class Members shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiffs or the Participating Class Members. The Settlement Parties agree that any Class Representative Enhancement Payments and/or Individual Settlement Share paid to Plaintiffs or the Participating Class Members under the terms of this Agreement do not represent any modification of Plaintiffs' or Participating Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Class Representative Enhancement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

3. **Integrated Agreement.** After this Agreement is signed and delivered by all Settlement Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Settlement Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
4. **Authorization to Enter Into Settlement Agreement.** Class Counsel and Defendants' Counsel warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Settlement Parties under this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Settlement Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Settlement Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Settlement Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.
5. **Exhibits and Headings.** The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.
6. **Interim Stay of Proceedings.** The Settlement Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Superior Court.
7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Settlement Parties or their successors-in-interest.
8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settlement Parties, as previously defined.

- 9. No Prior Assignment.** Plaintiffs hereby represent, covenants, and warrants that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
- 10. Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
- 11. Fair, Adequate, and Reasonable Settlement.** The Settlement Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
- 12. No Tax or Legal Advice.** The Settlement Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Settlement Parties, Class Counsel and Defense Counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the Individual Settlement Payments described herein and will hold the Settlement Parties, Class Counsel and Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement.
- a. Circular 230 Disclaimer.** Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Settlement Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid

any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

13. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Settlement Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

14. Invalidity of Any Provision; Severability. Before declaring any provision of this Agreement invalid, the Settlement Parties request that the Superior Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

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

16. Execution in Counterpart. This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Settlement Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Settlement Parties and their counsel execute this Agreement.

[Signatures on Next Page]

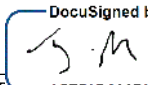
Dated: _____

FRANCISCO MEJIA CALDERON

Plaintiff

Dated: 1/4/2021

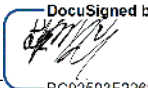
JESUS MORENO

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Dated: 1/4/2021

LEILA GARCIA

DocuSigned by:


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Dated: _____

JASON CASAS

Plaintiff

Dated: _____

TAPIA ENTERPRISES, INC.

Defendants

Name:

Title:

Dated: _____

KITCHEN CUTS, LLC,

Defendants

Name:

Title:

APPROVED AS TO FORM:

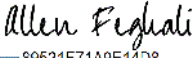
Dated: _____

MARA LAW FIRM, PC

David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiffs

Dated: 1/4/2021

MOON & YANG, APC

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89521E71A9E14D8...

Kane Moon, Esq.
Allen Feghali, Esq.
Attorneys for Plaintiffs

Dated: _____

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Attorneys for Plaintiffs

Dated: _____

KEITH A. FINK & ASSOCIATES

Keith A. Fink, Esq.
Sarah E. Hernandez, Esq.
Rosalyn P. Vasquez, Esq.
Attorneys for Defendants

Dated: _____

FRANCISCO MEJIA CALDERON

Plaintiff

Dated: _____

JESUS MORENO

Plaintiff

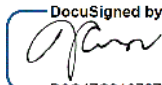
Dated: _____

LEILA GARCIA

Plaintiff

Dated: January 4, 2021

JASON CASAS

DocuSigned by:

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Plaintiff

Dated: _____

TAPIA ENTERPRISES, INC.

Defendants

Name:

Title:

Dated: _____

KITCHEN CUTS, LLC,

Defendants

Name:

Title:

APPROVED AS TO FORM:

Dated: _____

MARA LAW FIRM, PC

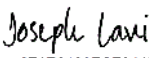
David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiffs

Dated: _____

MOON & YANG, APC

Kane Moon, Esq.
Allen Feghali, Esq.
Attorneys for Plaintiffs
LAVI & EBRAHIMIAN, LLP

Dated: January 5, 2021

DocuSigned by:

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Joseph Lavi, Esq.
Attorneys for Plaintiffs

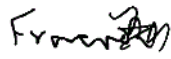
Dated: _____

KEITH A. FINK & ASSOCIATES

Keith A. Fink, Esq.
Sarah E. Hernandez, Esq.
Rosalyn P. Vasquez, Esq.
Attorneys for Defendants

Dated: 1/15/2021

FRANCISCO MEJIA CALDERON



Plaintiff

Dated: _____

JESUS MORENO

Plaintiff

Dated: _____

LEILA GARCIA

Plaintiff

Dated: _____

JASON CASAS

Plaintiff

Dated: _____

TAPIA ENTERPRISES, INC.

Defendants
Name:
Title:

Dated: _____

KITCHEN CUTS, LLC,

Defendants
Name:
Title:

APPROVED AS TO FORM:

Dated: 1/15/2021

MARA LAW FIRM, PC

David Mara

David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiffs

Dated: _____

MOON & YANG, APC

Kane Moon, Esq.
Allen Feghali, Esq.
Attorneys for Plaintiffs

Dated: _____

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Attorneys for Plaintiffs

Dated: _____

KEITH A. FINK & ASSOCIATES

Keith A. Fink, Esq.
Sarah E. Hernandez, Esq.
Rosalyn P. Vasquez, Esq.
Attorneys for Defendants

Dated: _____

FRANCISCO MEJIA CALDERON

Plaintiff

Dated: _____

JESUS MORENO

Plaintiff

Dated: _____

LEILA GARCIA

Plaintiff

Dated: _____

JASON CASAS

Plaintiff

Dated: 2-11-2021

TAPIA ENTERPRISES, INC.



Defendants

Name: Raul Tapia Jr.

Title: VP of Operations

Dated: 2-11-2021

KITCHEN CUTS, LLC,



Defendants

Name: Raul Tapia Jr.

Title: VP of Operations

APPROVED AS TO FORM:

Dated: _____

MARA LAW FIRM, PC

David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiffs

Dated: _____

MOON & YANG, APC

Kane Moon, Esq.
Allen Feghali, Esq.
Attorneys for Plaintiffs

Dated: _____

LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Attorneys for Plaintiffs

Dated: February 12, 2021

KEITH A. FINK & ASSOCIATES



Keith A. Fink, Esq.
Sarah E. Hernandez, Esq.
Rosalyn P. Vasquez, Esq.
Attorneys for Defendants