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Attorneys for Defendant

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

GORGE MONJARAZ, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act ("PAGA"),

Plaintiff,

v.

H & U, INC., d/b/a SUN NOODLE
CALIFORNIA, LLC, a California corporation;
and DOES 1 through 100, inclusive;

Defendants.

Case No.: 20CMCV00285

Assigned for All Purposes to:
Honorable Thomas D. Long
Department A

**SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: November 6, 2020
Trial Date: None Set

Plaintiff Gorge Monjaraz, on the one hand, and Defendant H & U, Inc. d/b/a Sun Noodle California, LLC, on the other hand, stipulate as follows:

SETTLEMENT AGREEMENT

Plaintiff Gorge Monjaraz, individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees, and Defendant H & U, Inc. d/b/a Sun Noodle California, LLC, hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims (“**Settlement**”) as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. “**Action**” shall mean the civil action entitled *Monjaraz v. H&U, Inc. d/b/a Sun Noodle California, LLC*, filed in the Superior Court for the County of Los Angeles on or about November 6, 2020, and the PAGA Letter incorporated therein, designated as Case No. 20CMCV00285.

2. “**Defendant**” shall mean H & U, Inc. d/b/a Sun Noodle California, LLC.

3. “**Defense Counsel**” refers to Sheppard, Mullin, Richter & Hampton, LLP.

4. “**Effective Date**” refers to the date upon which both of the following have occurred: (i) approval of the PAGA Settlement is granted by the Superior Court of the State of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court’s Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the United States Supreme Court or California Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

5. “**LWDA**” refers to the California Labor & Workforce Development Agency.

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1 6. **“PAGA”** refers to the Labor Code Private Attorneys General Act of 2004,
2 California Labor Code Sections 2698 *et seq.*

3 7. **“PAGA Period”** shall mean the time between August 17, 2019, through approval
4 of the PAGA Settlement.

5 8. **“PAGA Settlement Members”** shall mean all persons employed by Defendant as
6 non-exempt employees and worked for Defendant in California at any time during the PAGA
7 Period.

8 9. **“Plaintiff”** refers to Gorge Monjaraz individually and in his capacity as a
9 representative of the State of California on behalf of other aggrieved employees.

10 10. **“Plaintiff’s Counsel”** refers to Justice Law Corporation.

11 11. **“Parties”** collectively refers to Plaintiff and Defendant.

12 12. **“Released Claims”** shall mean all claims under the California Private Attorneys
13 General Act of 2004 alleged or that could have been alleged based on the facts asserted in
14 Plaintiff’s letter to the California Labor & Workforce Development Agency (“LWDA”) or the
15 Action, including but not limited to PAGA claims based on alleged unpaid wages; failure to pay
16 minimum and overtime wages; payment of wages upon termination; missed meal period and rest
17 period wages, including the calculation of meal and rest period premiums; reimbursement for all
18 necessary business expenses; non-compliant wage statements; failure to keep accurate records;
19 and Labor Code Sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174,
20 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders.

21 13. **“Released Parties”** shall mean, collectively, Defendant, H&U, Inc. d/b/a Sun
22 Noodle California, LLC and each of its past, present and future agents, employees, servants,
23 officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys,
24 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
25 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers,
26 temporary staffing agencies, affiliates, alter-egos, vendors, and affiliated organizations, and all of
27 its respective past, present and future employees, directors, officers, agents, representatives,
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payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

14. “**Settlement Administrator**” refers to a qualified, third-party settlement administrator mutually selected by the Parties to administer the terms of the Settlement.

II. RECITALS

1. On August 17, 2020, the Plaintiff filed a PAGA letter with the Labor and Workforce Development Agency (the “PAGA Letter”) alleging numerous wage and hour violations, including the following: failure to pay all minimum and overtime wages, failure to pay the regular rate of pay for overtime, failure to provide compliant meal and rest breaks and related premiums, failure to provide accurate wage statements, failure to provide timely wages, failure to provide final wages, and failure to reimburse business expenses.

2. On November 6, 2020, Plaintiff filed a Complaint, *Monjaraz v. H&U, Inc. d/b/a Sun Noodle California, LLC* (California Superior Court, County of Los Angeles, Case No. 20CMCV00285). The Complaint consisted of one PAGA cause of action (the “PAGA Claim”) seeking penalties under the PAGA for the PAGA Letter Alleged Violations. The “Action” is defined herein as the Complaint and the PAGA Letter incorporated therein.

3. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in this Action and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff’s Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

4. Defendant denies, and continues to deny, each and every claim and contention alleged in the Action and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

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1 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and conditions
2 set forth, the Parties agree as follows:

3 **III. NON-ADMISSION OF LIABILITY**

4 A. Based on the factual and legal issues involved, the expense and time necessary to
5 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the
6 difficulty of proof necessary for purposes of liability, and the relative benefits to the PAGA
7 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that
8 the terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the
9 PAGA Settlement Members.

10 B. By entering into this Settlement, Defendant denies any liability for any of the claims
11 in the Action, as well as any other potential or unknown claims based on wage and hour violations
12 under state or federal law. Neither this Settlement, nor any document referred to or contemplated
13 herein, nor any action taken to carry out this Settlement, is, may be construed as, or may be used
14 as, an admission, concession, or indication by or against Defendant of any unlawful conduct, fault,
15 wrongdoing or liability whatsoever. Defendant specifically denies that it has engaged in any
16 unlawful or wrongful conduct against Plaintiff or the PAGA Settlement Members.

17 **IV. TERMS OF THE SETTLEMENT PAYMENT**

18 **A. The Maximum Settlement Amount**

19 The maximum amount that Defendant could be obligated to pay under the PAGA
20 Settlement is **\$160,000 (“Maximum Settlement Amount”)**, which is inclusive of attorneys’ fees,
21 costs, settlement administration fees and expenses, any service payment (enhancement award) to
22 Plaintiff and the amounts paid to the Labor & Workforce Development Agency (“LWDA”) and
23 all PAGA Settlement Members.

24 **B. Plaintiff’s Counsel Payment of Attorneys’ Fees and Costs**

25 1. Plaintiff’s Counsel will apply to the Court for an award of attorneys’ fees
26 not to exceed thirty-eight percent (38%) of the Maximum Settlement Amount, or \$60,800, and
27 reasonable litigation costs not to exceed \$20,000 (**“Plaintiff’s Counsel Payment”**). Plaintiff’s
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1 Counsel will be responsible for submitting all documents to support their request for attorneys'
2 fees and costs.

3 2. Defendant will not oppose or object to Plaintiff's Counsel's application for
4 attorneys' fees, not to exceed 38% of the Maximum Settlement Amount plus all documented and
5 reasonable litigation costs and expenses up to \$20,000.

6 3. In the event that the Court does not approve an award of attorneys' fees
7 equal to the requested amount, or the Court alters the payment methodology described herein, it
8 will not be considered a material change of the settlement and will not operate to terminate or
9 cancel the agreement, and this Settlement will be enforceable.

10 4. The Plaintiff's Counsel Payment shall be paid from the Maximum
11 Settlement Amount. Any reductions by the Court of Plaintiff's Counsel's request for attorneys'
12 fees or costs shall revert to the PAGA Fund.

13 **C. General Release Payment to Plaintiff**

14 1. Subject to Court approval, Defendant agrees to pay Plaintiff a General
15 Release Payment of up to Ten Thousand Dollars (\$10,000.00), to be paid from the Maximum
16 Settlement Amount, as an enhancement for his service as the PAGA representative and in
17 exchange for a general release, as set forth below, in addition to any payment he may otherwise
18 receive as a PAGA Settlement Member ("**General Release Payment**").

19 2. Defendant will not oppose Plaintiff's request for the General Release
20 Payment. Plaintiff will be responsible for correctly characterizing this compensation for tax
21 purposes and for paying any taxes owing on said amount. The Parties agree that a reduction by the
22 Court of the requested General Release Payment is not a basis for rendering the entire Settlement
23 voidable or unenforceable. Any reductions by the Court of the General Release Payment shall
24 revert to the PAGA Fund.

25 3. Plaintiff shall not receive any additional payments or enhancements other
26 than those expressly provided under this Settlement.

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1 **D. Settlement Administration Costs**

2 1. The cost of the Settlement Administrator to implement and complete the
3 settlement process according to the terms of this Settlement, including the costs to calculate
4 payments to individual PAGA Settlement Members and to prepare any necessary tax documents
5 for PAGA Settlement Members are referred to as the “**Settlement Administration Costs**,” and
6 are estimated to be \$3,000.00.

7 **E. PAGA Fund**

8 1. After deducting Plaintiff’s Counsel Payment, the Settlement Administration
9 Costs, and any court-approved General Release Payment, the remainder of the Maximum
10 Settlement Amount shall be allocated toward payment to the Labor & Workforce Development
11 Agency and PAGA Settlement Members (“**PAGA Fund**”).

12 2. Seventy-five percent (75%) of the PAGA Fund will be sent to the LWDA
13 and twenty-five percent (25%) of the PAGA Fund will be allocated among the PAGA Settlement
14 Members based on his or her proportionate share of the pay periods worked during the PAGA
15 Period. Defendant’s employment records shall be determinative for purposes of calculating the
16 number of pay periods that each aggrieved employee worked for Defendant and any payments
17 under the PAGA Settlement. Defendant will provide these records to the third-party administrator
18 on a confidential basis, and the records will not be shared with Plaintiff or his counsel.

19 **V. COMPUTATION AND DISTRIBUTION OF MAXIMUM SETTLEMENT**
20 **AMOUNT**

21 **A. Deposit of Maximum Settlement Amount**

22 1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant
23 to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement.
24 The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer
25 ID Number and calculate all settlement checks and payroll deductions and withholdings required
26 under law, if any, based on information that will be confidentially furnished by Defendant.

2. Within twenty (20) calendar days after the Effective Date, Defendant shall deposit the Maximum Settlement Amount with the Settlement Administrator.

B. Formula for Calculating Share of PAGA Fund

The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be determined by the following formula:

1. The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period, excluding leaves of absence, any other absences, vacation, and pay periods when the PAGA Settlement Member did not perform any work. Partial weeks will be counted as full pay periods.

2. The amount to be paid per pay period worked by a PAGA Settlement Member will be calculated by dividing the value of the portion of the PAGA Fund that will be paid to PAGA Settlement Members by the total number of pay periods worked by all PAGA Settlement Members during the PAGA Period.

3. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

C. Distribution of PAGA Fund

1. Within twenty (20) business days after the Court grants approval of the settlement, Defendants will provide the Settlement Administrator with a list of the names, last known addresses, dates of active employment with Defendant during the Settlement Period, and Social Security numbers for the PAGA Settlement Members.

2. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall pay to the LWDA an amount equivalent to seventy-five percent (75%) of the PAGA Fund, or as otherwise directed by the Court.

3. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall distribute to PAGA Settlement Members their individual portion of the PAGA Fund (the "**Individual Payment**"), or as otherwise directed by the Court.

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1 4. To provide the best notice practicable, any Individual Payment returned to the
2 Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to
3 the forwarding address affixed thereto, if any. If no forwarding address is provided for an
4 Individual Payment that is returned as non-deliverable, the Settlement Administrator shall use the
5 best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement
6 Administrator or other mutually agreeable method to locate PAGA Settlement Members and will
7 then mail the Individual Payment to the address identified by the best available technology
8 accessible to the Settlement Administrator or other mutually agreeable method. If no current
9 address is located, the Individual Payment for that individual will be deemed undeliverable. If any
10 PAGA Settlement Members cannot be located within two attempts at mailings by the Settlement
11 Administrator, the Individual Payment for that individual will be deemed undeliverable. The
12 amount of any undeliverable checks will be void and sent to the State of California State
13 Controller's Office in the PAGA Settlement Member's name. However, the PAGA Settlement
14 Members whose checks were undeliverable will still have released the Released Claims. The
15 Parties agree that this results in no unpaid residue under California Civil Procedure Code section
16 384, as the entire PAGA will be paid out to the LWDA and PAGA Settlement Members. Therefore,
17 Defendant will not be required to pay any interest on said amount.

18 5. The Settlement Administrator shall maintain a list of the postmark date for the
19 original mailing of the Individual Payment to the PAGA Settlement Members, the postmark date
20 of any subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement
21 Members who did not receive the Individual Payment due to the inability to locate a valid address
22 using the procedures described herein or who otherwise could not be located within two attempts
23 at mailing.

24 6. All settlement checks will remain valid and negotiable for 180 days from the date
25 of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by
26 the Settlement Administrator, the dollar value of all checks that remain uncashed for more than
27 180 days will be void and sent to the State of California State Controller's Office in the PAGA
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Settlement Member's name. However, the PAGA Settlement Members who have not cashed their checks within 180 days from the date of their mailing will still have released the Released Claims. The failure by a PAGA Settlement Member to cash their settlement checks will have no effect on their release of the Released Claims. The Parties agree that this results in no unpaid residue under California Civil Procedure Code section 384, as the entire PAGA will be paid out to the LWDA and PAGA Settlement Members, whether or not the PAGA Settlement Members cash their settlement checks. Therefore, Defendant will not be required to pay any interest on said amount.

7. The Settlement Administrator will prepare and issue IRS Form 1099 to PAGA Settlement Members who received a payment.

D. Settlement Administration Cost Payment

Within thirty (30) days after the Effective Date, Settlement Administrator shall pay the Settlement Administration Costs directly to the Settlement Administrator.

E. Plaintiff's Counsel Payment

Within thirty (30) days after the Effective Date, Settlement Administrator shall pay the Plaintiff's Counsel Payment directly to Plaintiff's Counsel.

F. Plaintiff's General Release Payment

Within thirty (30) days after the Effective Date, Settlement Administrator shall provide the General Release Payment directly to Plaintiff's Counsel for delivery to Plaintiff.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by The LWDA and All PAGA Settlement Members

All PAGA Settlement members will be barred from asserting or prosecuting claims on an individual basis, or on behalf of the State of California, for all claims under the California Private Attorneys General Act of 2004 alleged or that could have been alleged based on the facts asserted in Plaintiff's letter to the California Labor & Workforce Development Agency ("LWDA") or the Action, including but not limited to PAGA claims based on alleged unpaid wages; failure to pay minimum and overtime wages; payment of wages upon termination; missed meal period and rest period wages, including the calculation of meal and rest period premiums; reimbursement for all

necessary business expenses; non-compliant wage statements; failure to keep accurate records; and Labor Code Sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, 2802, and the IWC Wage Orders.

B. Tax Treatment and Tax Indemnification

PAGA Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. PAGA Settlement Members release any and all claims that they have or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any PAGA Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each PAGA Settlement Member shall be responsible for his or her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has questions about any liability to any state or federal taxing authority, they should contact the Settlement Administrator. The PAGA Settlement Members should not contact Defendant, any of the Released Parties, or Defense Counsel.

C. Claims Released by Plaintiff

In addition to the Released Claims, Plaintiff fully and finally releases the Released Parties, and each and all of them, from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to, claims arising from or related to his employment with Defendant and his compensation while an employee of Defendant ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims asserted in, arising from, or related to the Action, including all claims that have been alleged or that could have been alleged in the operative complaint. Plaintiff's Released Claims include all claims for unpaid wages, including, but not

1 limited to, failure to pay minimum wages, straight time compensation, overtime compensation,
2 double-time compensation, and interest; the calculation of the regular rate of pay; wages related to
3 time rounding and timekeeping, missed meal period and rest period wages and premiums; meal
4 period waivers, on-duty meal period waivers, failure to reimburse for all necessary business
5 expenditures or losses; payment for all hours worked, including off-the-clock work and
6 uncompensated work time; wage statements and paystubs, including wage statements and paystubs
7 furnished or available in physical, electronic, or other forms; deductions; failure to pay wages and
8 final wages in a timely manner; failure to keep accurate records; failure to provide employment
9 records, unfair business practices; penalties, including, but not limited to, recordkeeping penalties,
10 wage statement penalties, minimum-wage penalties, waiting-time penalties, statutory penalties and
11 civil penalties; and attorneys' fees and costs. Plaintiff's Released Claims include, without
12 limitation to, all claims arising under the California Labor Code (including, but not limited to,
13 sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6,
14 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 256, 432, 450, 510, 511,
15 512, 515, 516, 550, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
16 1197.2, 1198, 1198.5, 2698, et seq., 2699, et seq., and 2802); all claims arising under: the Wage
17 Orders of the California Industrial Welfare Commission; the California Private Attorneys General
18 Act of 2004 ("PAGA"); California Business and Professions Code section 17200, et seq.; the
19 California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 12 CCR §
20 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California common law
21 of contract; the FLSA, 29 U.S.C. § 201, et seq.; federal common law; and the Employee Retirement
22 Income Security Act, 29 U.S.C. § 1001, et seq. ("ERISA"). Plaintiff's Released Claims also
23 include all claims for lost wages and benefits, emotional distress, retaliation, punitive damages,
24 and attorneys' fees and costs arising under federal, state, or local laws for discrimination,
25 harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended)
26 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities
27 Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing
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1 Act; privacy claims of any type; and the law of contract and tort. This release excludes the release
2 of claims not permitted by law, as well as existing workers' compensation claims, if applicable.

3 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
4 Plaintiff discovers facts in addition to or different from those that he now knows or believes to be
5 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
6 released and forever barred. Thus, each Plaintiff expressly waives and relinquishes the provisions,
7 rights, and benefits of section 1542 of the California Civil Code, which reads:

8 A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor
10 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.

11 This general release and waiver of rights under California Civil Code Section 1542 shall
12 include any and all claims based on conduct or omissions that occurred at any time prior to the
13 date of entry of an order by the Court in this Action approving this Settlement.

14 **VII. MISCELLANEOUS PROVISIONS**

15 **A. Escalator Clause**

16 The PAGA Settlement is based on Defendant's estimate at mediation that there are 4,468
17 pay periods worked by the 134 putative aggrieved employees in the PAGA period. If, at the time
18 of approval, it is determined that the number of pay periods worked exceeds 4,468 by ten percent
19 (10%) or more, Defendant shall pro rata increase the PAGA Settlement Amount (e.g., if the actual
20 number of pay periods were 15% greater than 4,468 pay periods, the PAGA Settlement Amount
21 will increase by 5%).

22 **B. Voiding the Settlement**

23 A failure of the Court to approve any material condition of this Settlement shall render the
24 entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of
25 Plaintiff or Defendant. Each party may exercise its option to void this Settlement as provided above
26 by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Order
27 failing to approve a material condition of the Settlement has been received by the party seeking to
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void the Settlement.

C. Mutual Full Cooperation

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

D. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

E. Binding Nature of the Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not directly or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff and the PAGA Settlement Members.

2. This Settlement may be amended or modified only by a written instrument signed by all Parties or their successors-in-interest. No rights under this Settlement may be waived except in writing.

3. This Settlement and any attached exhibits constitute the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or

any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

F. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties.

3. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than the settlement of this Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendant or the Released Parties.

G. Execution of the Settlement

This Settlement may be executed in one or more counterparts and by email or facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

H. No Press Release or Publicity Regarding the Terms of the Settlement

Plaintiff and Plaintiff's Counsel, as well as Defendant and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer to the fact or amount of the Settlement, on their websites, social media, any other marketing materials, professional organization such as CELA, or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied payment owed to individuals classified as independent contractors or employees, or otherwise disparage Defendant, or otherwise identify Defendant. Defendant shall be allowed to report the Settlement

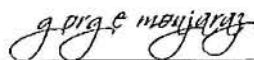
1 or results of this lawsuit if required to do so by public disclosure regulatory requirements or with
2 respect to any financial or other disclosures which in their judgment are necessary. Nothing in this
3 provision shall prevent Defendant from making any required disclosure.

4 **I. Continuing Jurisdiction of the Court**

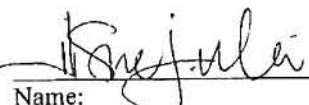
5 Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
6 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor
7 and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
8 administration of the benefits of this Settlement.

9 05/10/2022

10 DATED: May __, 2022


Gorge Monjaraz, Plaintiff

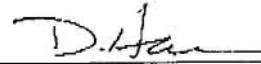
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12 DATED: May 12, 2022


Name:
Authorized Agent for Defendant,
H&U, Inc. d/b/a Sun Noodle California, LLC

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18 **APPROVED AS TO FORM:**

19
20 Dated: May 10, 2022

JUSTICE LAW CORPORATION

21
22 By: 

Douglas Han
Shunt Tatavos-Gharajeh
Simone Rudolf-Dib
Attorneys for Plaintiff

1 Dated: May ¹³~~10~~, 2022

SHEPPARD, MULLIN, RICHTER &
HAMPTON, LLP

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4 By: 

Dianne Baquet Smith

Ryan J. Krueger

David A. Alvarez

Attorneys for Defendant

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On May 18, 2022, I served the foregoing document described as

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

for the following case: **Monjaraz v. H&U, Inc. d/b/a Sun Noodle California, LLC**
LWDA/Court Case No.: **LWDA Case No.: CM- 802848-20**
Court Case No.: 20CMCV00285
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on May 18, 2022, at Pasadena, California.



Mariah Anderson