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11 FERNANDA MARIA VELEZ RAMOS and
12 YULIANA CHOLICO, individually and on
13 behalf of all others similarly situated

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF CONTRA COSTA

11
12 FERNANDA MARIA VELEZ RAMOS and
13 YULIANA CHOLICO, individually and on
14 behalf of all others similarly situated,

15 Plaintiffs,

16 vs.

17 CB ENTERPRISES, INC., formerly known as
18 CALIFORNIA BURRITO, INC., a California
19 corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.

CASE NO.: MSC21-00403

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between plaintiffs Fernanda Maria Velez Ramos
2 (“Ramos”) and Yuliana Cholico (“Cholico”), individually and on behalf of all others similarly
3 situated, on the one hand, and defendant California Burrito #11, Inc., on the other hand, and subject
4 to the approval of the Court, that the claims alleged in the Action are hereby compromised and
5 settled pursuant to the terms and condition set forth in this Stipulation of Class and Representative
6 Action Settlement (“Stipulation”) and that the Court shall make and enter judgment, subject to the
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and
8 terms set forth herein which by this reference become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the class and representative action entitled *Velez Ramos v. CB*
11 *Enterprises, Inc.*, Contra Costa Superior Court Case No. MSC21-00403.

12 2. “Aggrieved Employees” means persons employed by Defendant as non-exempt
13 employees in California at any time during the Settlement Period.

14 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Rebecca E. Liu of
15 Matern Law Group, PC.

16 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action (not to exceed one third of the Maximum Settlement
18 Amount), and Class Counsel’s expenses and costs reasonably incurred in connection with this
19 Action.

20 5. “Class Information” means information regarding Class Members that Defendant
21 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
22 secured manner to the Settlement Administrator. Class Information shall be transmitted in
23 electronic form and shall include each Class Member’s full name; last known address; Social
24 Security number; total number of Workweeks; and total number of Pay Periods.

25 6. “Class Members” means all persons employed by Defendant as non-exempt
26 employees in California at any time during the Settlement Period.

27 7. “Class Notice” means the Notice of Class and Representative Action Settlement,
28 substantially in the form attached hereto as **Exhibit 1**, which the Settlement Administrator shall

1 mail to each Class Member in English and Spanish explaining the terms of this Stipulation and the
2 Settlement.

3 8. "Class Representative Service Awards" mean the amounts the Court authorizes to
4 be paid to Plaintiffs, in addition to Plaintiffs' Individual Class Payments and Individual PAGA
5 Payments, in recognition of Plaintiffs' efforts and risks in prosecuting the Action.

6 9. "Defendant" means defendant California Burrito #11, Inc.

7 10. "Defense Counsel" means Gloria Martinez-Senfnter of Martinez Law Group, PC.

8 11. "Effective Date" means the latter of: (a) if there are no objections to the Settlement,
9 the date upon which the Judgment is entered by the Court; (b) if there are objections to the
10 Settlement, and if an appeal, review or writ is not sought from the Judgment, the sixty-first (61st)
11 day after the date upon which the Judgment is entered; or (c) if an appeal, review or writ is sought
12 from the Judgment, the date upon which all appellate and/or other proceedings resulting from the
13 appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to
14 take effect in substantially the form described herein.

15 12. "Employer Taxes" means Defendant's portion of payroll taxes, including but not
16 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
17 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
18 Individual Class Payments that constitutes wages. The Employer Taxes will be submitted by
19 Defendant to the Settlement Administrator in addition to the Maximum Settlement Amount.

20 13. "Final Approval Hearing" means the hearing to be conducted by the Court after the
21 filing of an appropriate motion by Plaintiffs and following appropriate notice to Class Members
22 giving Class Members an opportunity to request exclusion from or object to the class settlement, at
23 which time Plaintiffs shall request that the Court finally approve the Settlement, enter the Judgment,
24 and take other appropriate action.

25 14. "Individual Class Payment" means a Participating Class Member's pro rata share of
26 the Net Settlement Amount calculated according to the number of Workweeks during the
27 Settlement Period.
28

1 15. “Individual PAGA Payment” means an Aggrieved Employee's pro rata share of
2 25% of the PAGA Payment calculated according to the number of Pay Periods during the
3 Settlement Period.

4 16. “Judgment” means the judgment to be entered by the Court upon granting final
5 approval of the Settlement and this Stipulation as binding upon the Parties, Participating Class
6 Members, and Aggrieved Employees.

7 17. “LWDA” means the California Labor and Workforce Development Agency.

8 18. “LWDA Payment” means the portion of the PAGA Payment payable to the LWDA.

9 19. “Maximum Settlement Amount” means the maximum amount Defendant shall have
10 to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of
11 all Individual Class Payments, Individual PAGA Payments, the Class Counsel Award, the Class
12 Representative Service Awards, Settlement Administration Costs, and the LWDA Payment.
13 Subject to Court approval and the terms of this Stipulation, the Maximum Settlement Amount
14 Defendant shall be required to pay is Two Hundred and Forty Thousand Dollars (\$240,000.00).

15 20. “Net Settlement Amount” means the Maximum Settlement Amount, less the Class
16 Counsel Award, the Class Representative Service Awards, Settlement Administration Costs, and
17 the PAGA Payment.

18 21. “Notice of Objection” means a Class Member’s written objection to the Settlement.

19 22. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
20 Labor Code sections 2698, et seq.

21 23. “PAGA Payment” means the amount payable from the Maximum Settlement
22 Amount to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%)
23 shall be paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

24 24. “Participating Class Members” means Plaintiffs and all other Class Members who
25 do not submit a valid and timely Request for Exclusion.

26 25. “Parties” means Plaintiffs and Defendant.

27 26. “Pay Period” means a pay period during which an Aggrieved Employee performed
28 one or more days of work as a non-exempt employee of Defendant in California during the

1 Settlement Period, based on Defendant's records, and which shall be used to calculate Individual
2 PAGA Payments.

3 27. "Plaintiffs" means plaintiffs Fernanda Maria Velez Ramos and Yuliana Cholico.

4 28. "Preliminary Approval Order" means the order to be issued by the Court approving
5 and authorizing the mailing of the Class Notice by the Settlement Administrator, setting the date of
6 the Final Approval Hearing and granting preliminary approval of the settlement set forth in this
7 Stipulation, among other things.

8 29. "Released Parties" means Defendant and each of its former and present directors,
9 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
10 subsidiaries, and affiliates.

11 30. "Request for Exclusion" means a written request by a Class Member to opt out of,
12 or exclude oneself from, the class settlement.

13 31. "Response Deadline" means the date forty-five (45) days after the Settlement
14 Administrator mails the Class Notices to Class Members and Aggrieved Employees and the last
15 date on which Class Members may submit a Request for Exclusion, Notice of Objection, or dispute
16 regarding the number of Workweeks stated on their respective Class Notice.

17 32. "Settlement" means the final and complete disposition of the Action pursuant to this
18 Stipulation.

19 33. "Settlement Administration Costs" means the reasonable costs and fees of
20 administering the Settlement to be paid from the Maximum Settlement Amount, including, but not
21 limited to: (i) translating the Class Notice into Spanish; (ii) printing, mailing and re-mailing (if
22 necessary) of Class Notices to Class Members; (iii) preparing and submitting to Participating Class
23 Members and government entities all appropriate tax filings and forms; (iv) computing the amount
24 of and distributing Individual Class Payments, Individual PAGA Payments, the Class
25 Representative Service Awards, the Class Counsel Award, and the LWDA Payment; (v) processing
26 and validating Requests for Exclusion and Notices of Objection; (vi) establishing a Qualified
27 Settlement Fund ("QSF"), as defined by the Internal Revenue Code; and (vii) calculating and
28 remitting to the appropriate government agencies all employer and employee payroll tax obligations

1 arising from the Settlement and preparing and submitting filings required by law in connection with
2 the payments required by the Settlement.

3 34. “Settlement Administrator” means Phoenix Class Action Administration Solutions
4 or any other third-party class action settlement administrator agreed to by the Parties and approved
5 by the Court for purposes of administering this Settlement.

6 35. “Settlement Period” means the period from June 3, 2020 to January 13, 2025.

7 36. “Workweek” means a week during which a Class Member performed one or more
8 days of work as a non-exempt employee of Defendant in California during the Settlement Period,
9 based on Defendant’s records, and which shall be used to calculate Individual Class Payments.

10 **RECITALS**

11 37. Procedural History. On March 2, 2021, Plaintiffs filed this wage and hour class
12 action lawsuit against defendant CB Enterprises, Inc. (“CB Enterprises”) in Contra Costa Superior
13 Court, alleging causes of action for: (1) failure to provide required meal periods; (2) failure to
14 authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime
15 wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to furnish
16 accurate itemized wage statements; (7) failure to maintain required records; (8) failure to indemnify
17 employees for necessary expenditures incurred in discharge of duties; (9) unfair and unlawful
18 business practices; and (10) penalties under PAGA, as a representative action. Defendant CB
19 Enterprises filed its Answer on April 20, 2021.

20 38. On December 6, 2023, Plaintiffs filed 16 Amendments to the Complaint naming
21 California Burrito #1, Inc., California Burrito #2, Inc., California Burrito #3, Inc., California Burrito
22 #4, Inc., California Burrito #5, Inc., California Burrito #6, Inc., California Burrito #7, Inc.,
23 California Burrito #8, Inc., California Burrito #9, Inc., California Burrito #10, Inc., California
24 Burrito #11, Inc., California Burrito #12, Inc., California Burrito #13, Inc., California Burrito #14,
25 Inc., and California Burrito #15, Inc. (“California Burrito #1 through #15”) and California Burrito,
26 Inc. as Does 1 through 16, respectively. On February 5, 2024, California Burrito #1 through #15
27 each filed demurrers and motions to strike.
28

1 39. On May 9, 2024, the Court sustained California Burrito #1 through #12's demurrers
2 and granted their motions to strike without prejudice to Plaintiffs filing a motion for leave to amend.
3 The Court also sustained California Burrito #13 through #15's demurrers with leave to amend.

4 40. On May 20, 2024, Plaintiffs filed a First Amended Complaint, which added
5 California Burrito #13 through #15 and California Burrito, Inc. as defendants. On January 2, 2025,
6 the Court granted Plaintiffs' Motion for Leave to File a Second Amended Complaint ("SAC"),
7 adding California Burrito #1 through #12 as defendants. Plaintiffs filed the SAC on January 6,
8 2025.

9 41. On January 13, 2025, the Parties participated in a half day private mediation session
10 with mediator Jeff Buck, Esq. The Parties reached a resolution at the mediation, subject to the
11 Parties entering into a more comprehensive written settlement agreement.

12 42. Prior to the mediation, Plaintiffs obtained through informal discovery time and
13 payroll records for the Class Members and Defendant's wage and hour policies and procedures.

14 43. Benefits of Settlement to Plaintiffs and the Class Members. Plaintiffs and Class
15 Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiffs'
16 claims in the Action through trial and through any possible appeals. Plaintiffs also have taken into
17 account the uncertainty and risks of the outcome of further litigation, and the difficulties and delays
18 inherent in such litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof
19 necessary to establish liability for the claims asserted in the Action, both generally and in response
20 to Defendant's defenses thereto, and the difficulties in establishing damages, penalties, restitution
21 and other relief sought in the Action. Plaintiffs and Class Counsel also have taken into account
22 Defendant's agreement to enter into a settlement that confers substantial benefits upon the Class
23 Members. Based on the foregoing, Plaintiffs and Class Counsel have determined that the
24 Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests
25 of all Class Members.

26 44. Defendant's Reasons for Settlement. Defendant has concluded that any further
27 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
28 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall

1 continue to be, devoted to the defense of the claims asserted by Plaintiffs. Defendant has also taken
2 into account the risks of further litigation in reaching its decision to enter into this Settlement. Even
3 though Defendant contends it is not liable for any of the claims alleged by Plaintiffs in the Action,
4 Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this
5 Stipulation and to put to rest the claims alleged in this Action. Defendant has asserted and continue
6 to assert that the claims alleged by Plaintiffs have no merit and do not give rise to any liability,
7 damages, restitution, penalties or other payments. This Stipulation is a compromise of disputed
8 claims. Nothing contained in this Stipulation, no documents referred to herein, and no action taken
9 to carry out this Stipulation, shall be construed or used as an admission by or against Defendant as
10 to the merits or lack thereof of the claims asserted in the Action. Defendant contends it has
11 complied with all applicable state, federal and local laws.

12 **TERMS OF SETTLEMENT**

13 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
14 set forth herein, the Parties agree, subject to the Court's approval, as follows:

15 45. Binding Settlement. This Settlement shall bind the Parties and all Participating
16 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
17 Court's approval.

18 46. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments specified herein, and Class Members and Aggrieved Employees are not
20 relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in this
21 regard. Participating Class Members and Class Counsel understand and agree that they shall be
22 responsible for the payment of all taxes and penalties assessed on the payments specified herein,
23 and shall hold the Parties, Class Counsel, and Defense Counsel free and harmless from and against
24 any claims resulting from treatment of such payments as non-taxable, including the treatment of
25 such payments as not subject to withholding or deduction for payroll and employment taxes.

26 47. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE THAT
27 (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN COMMUNICATION OR
28 DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE

1 COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY
2 SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE
3 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
4 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
5 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
6 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
7 ADVICE) IN CONNECTION WITH THIS STIPULATION, (B) HAS NOT ENTERED INTO
8 THIS STIPULATION BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY
9 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
10 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
11 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
12 IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER
13 TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
14 CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES
15 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
16 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
17 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
18 CONTEMPLATED BY THIS STIPULATION.

19 48. Preliminary Approval of Settlement. Plaintiffs shall move the Court to enter the
20 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes and
21 setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to
22 have this Settlement presented to the Court for preliminary approval. The Preliminary Approval
23 Order shall provide for, among other things, the Class Notice to be sent to Class Members as
24 specified herein. Class Counsel will prepare the Motion for Preliminary Approval.

25 49. Released Claims.

26 a. Participating Class Members' Released Claims. Upon Defendant funding
27 the Maximum Settlement Amount and Employer Taxes in full, all Participating Class Members
28 shall be deemed to have released the Released Parties of any and all claims, demands, rights,

1 liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the
2 factual allegations set forth in the operative complaint and arising at any time during the Settlement
3 Period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit
4 rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to
5 pay all wages due to discharged and quitting employees; (6) failure to maintain required records;
6 (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary
7 expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

8 b. Aggrieved Employees' Released Claims. In addition to the release set forth
9 in Paragraph 50.a. above, upon Defendant funding the Maximum Settlement Amount and Employer
10 Taxes in full, all Aggrieved Employees shall be deemed to have released the Released Parties of
11 any and all claims and/or causes of action under PAGA which are based upon the factual allegations
12 set forth in the operative complaint and arising at any time during the Settlement Period ("Released
13 PAGA Claims").

14 50. Settlement Administration.

15 a. Within twenty (20) days of entry of the Preliminary Approval Order,
16 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
17 mailing the Class Notices to Class Members.

18 i. Notice by First Class U.S. Mail. Upon receipt of the Class
19 Information, the Settlement Administrator shall perform a search based on the National Change of
20 Address Database maintained by the United States Postal Service to update and correct any known
21 or identifiable address changes. Within ten (10) days after receiving the Class Information from
22 Defendant as provided herein, the Settlement Administrator shall mail copies of the Class Notice
23 to all Class Members in English and Spanish via regular First Class U.S. Mail. The Settlement
24 Administrator shall exercise its best judgment to determine the current mailing address for each
25 Class Member and Aggrieved Employee. The address identified by the Settlement Administrator
26 as the current mailing address shall be presumed to be the most current mailing address for each
27 Class Member and Aggrieved Employee. The Parties agree that this procedure for notice provides
28

1 the best notice practicable to Class Members and Aggrieved Employees and fully complies with
2 due process.

3 ii. Undeliverable Class Notices. Any Class Notice returned to the
4 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed
5 to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
6 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or
7 other type of automated search, using the name, address and/or Social Security number of the Class
8 Member involved, and shall then perform a re-mailing to the Class Member whose Class Notice
9 was returned as non-deliverable, assuming another mailing address is identified by the Settlement
10 Administrator. If a Class Notice is re-mailed to a Class Member less than ten (10) days prior to the
11 Response Deadline, the Class Member shall have their Response Deadline extended by ten (10)
12 days from the date the Settlement Administrator re-mails the Class Notice. If these procedures are
13 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
14 recipient of the Class Notice does not receive the Class Notice, the intended recipient shall
15 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
16 Judgment.

17 iii. Determination of Individual Class Payments and Individual PAGA
18 Payments. The Settlement Administrator shall determine the eligibility for, and the amount of,
19 each Individual Class Payment and Individual PAGA Payment under the terms of this Stipulation.
20 The Settlement Administrator's determination of the eligibility for and amount of each Individual
21 Class Payment and Individual PAGA Payment shall be binding upon the Class Member and/or
22 Aggrieved Employee, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
23 the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

24 iv. Disputes Regarding Administration of Settlement. Any dispute not
25 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
26 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
27 confer in good faith to resolve the dispute without the necessity of involving the Court.
28

1 b. Exclusions. The Class Notice shall explain that Class Members who wish
2 to exclude themselves from the class settlement must submit a Request for Exclusion to the
3 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain
4 the name, address, and telephone number of the person requesting exclusion; (2) be signed by the
5 Class Member; and (3) be postmarked by the Response Deadline and returned to the Settlement
6 Administrator at the specified address. Subject to review by Class Counsel, Defense Counsel, and
7 the Court, the date of the postmark on the return mailing envelope on the Request for Exclusion
8 shall be the exclusive means used by the Settlement Administrator to determine whether a Class
9 Member has timely requested exclusion from the class settlement. Any Class Member who timely
10 and properly requests to be excluded from the class settlement shall not be entitled to an Individual
11 Class Payment and shall not be bound by the terms of the Settlement nor shall the Class Member
12 have any right to object to the Settlement or appeal from the entry of the Judgment. Class Members
13 who do not submit a valid and timely Request for Exclusion on or before the Response Deadline
14 shall be bound by all terms of the Settlement and the Judgment entered in this Action if the
15 Settlement is finally approved by the Court. However, in light of the binding nature of a PAGA
16 judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th
17 969, Aggrieved Employees are not permitted to opt-out of the settlement of the PAGA claim and
18 shall receive an Individual PAGA Payment, and shall be deemed to release the Released PAGA
19 Claims. No later than ten (10) days after the Response Deadline, the Settlement Administrator shall
20 provide counsel for the Parties a complete list of all Class Members who submitted a timely and
21 valid Request for Exclusion.

22 c. Objections. The Class Notice shall state that Class Members who wish to
23 object to the Settlement must submit to the Settlement Administrator a Notice of Objection by the
24 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice
25 of Objection must (1) state the full name of the Class Member; (2) be signed by the Class Member;
26 (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and
27 returned to the Settlement Administrator at the specified address. The Settlement Administrator
28 shall immediately upon receipt transmit to Class Counsel and Defense Counsel copies of all

1 objections and supporting papers. Plaintiffs shall file the objections and all supporting papers with
2 the Court at the same time that Plaintiffs files the motion for final approval. Subject to review by
3 Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing
4 envelope on the Notice of Objection shall be the exclusive means used by the Settlement
5 Administrator to determine whether a Class Member has timely objected to the Settlement. The
6 Court, however, shall retain final authority with respect to the consideration and admissibility of
7 any Class Member objections. A Class Member may appear personally or through an attorney, at
8 his or her own expense, at the Final Approval Hearing to present his or her objection directly to the
9 Court. Class Members who do not submit a Notice of Objection or appear at the Final Approval
10 Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be
11 foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. If a
12 Class Member objects to this Settlement, the Class Member will remain a member of the class and
13 if the Court approves this Stipulation, the Class Member will be bound by the terms of the
14 Settlement and Judgment in the same way and to the same extent as a Participating Class Member
15 who does not object. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek
16 to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement or
17 filing an appeal from the Judgment.

18 d. Disputes Regarding the Number of Workweeks. If a Class Member
19 disagrees with the number of Workweeks stated on the Class Notice, the Class Member must send
20 a letter to the Settlement Administrator by the Response Deadline stating the reasons why he or she
21 disputes the number of Workweeks and provide any supporting documentation. The Settlement
22 Administrator will evaluate the evidence submitted by the Class Member, as well as any evidence
23 submitted by Defendant, and make a decision as to the number of Workweeks that should be applied
24 and/or the Individual Class Payment to which the Class Member is entitled. The Settlement
25 Administrator's decision as to the total number of Workweeks shall be final and non-appealable,
26 yet subject to review by the Court. The Settlement Administrator shall send written notice of the
27 decision on any such dispute to the Class Member, Class Counsel, and Defense Counsel within ten
28 (10) days of receipt of the dispute.

1 e. Monitoring and Reviewing Settlement Administration. The Parties have the
2 right to monitor and review the administration of the Settlement to verify that the monies allocated
3 under the Settlement are distributed in the correct amount, as provided for in this Stipulation.

4 f. Best Efforts. The Parties agree to use their best efforts to carry out the terms
5 of this Settlement.

6 51. Dismissal of Claims Against Remaining Defendants. Plaintiffs shall request that
7 the Court dismiss Plaintiffs' claims against defendants CB Enterprises, Inc., California Burrito #1,
8 Inc., California Burrito #2, Inc., California Burrito #3, Inc., California Burrito #4, Inc., California
9 Burrito #5, Inc., California Burrito #6, Inc., California Burrito #7, Inc., California Burrito #8, Inc.,
10 California Burrito #9, Inc., California Burrito #10, Inc., California Burrito #12, Inc., California
11 Burrito #13, Inc., California Burrito #14, Inc., California Burrito #15, Inc., and California Burrito,
12 Inc. upon final approval of the Settlement.

13 52. Funding and Allocation of the Maximum Settlement Amount. Defendant shall fund
14 the Maximum Settlement Amount in twenty-four (24) equal installment payments of Ten Thousand
15 Dollars (\$10,000.00). Defendant shall transmit the first installment payment to the Settlement
16 Administrator in any feasible manner, including, but not limited to, wire transfer within ten (10)
17 days of full execution of this Stipulation. Defendant shall transmit to the Settlement Administrator
18 the remaining installment payments no later than the first day of each month for the next 23 months.
19 The Settlement Administrator shall set up a Qualified Settlement Fund ("QSF") upon execution of
20 this Stipulation. If this Settlement is not finally approved by the Court in full, or is terminated,
21 rescinded or canceled or fails to become effective for any reason, or if the Effective Date does not
22 occur, then any portion of the Maximum Settlement Amount paid by Defendant shall be returned
23 to Defendant.

24 a. Individual Class Payments and Individual PAGA Payments. Class Members
25 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount,
26 and no portion of the Maximum Settlement Amount shall revert to Defendant or result in an unpaid
27 residue. Individual Class Payments and Individual PAGA Payments shall be paid by the Settlement
28 Administrator from the Net Settlement Amount pursuant to the formula set forth herein. Individual

1 Class Payments and Individual PAGA Payments shall be mailed by the Settlement Administrator
2 by regular First-Class U.S. Mail to each Participating Class Member and/or Aggrieved Employee's
3 last known mailing address within ten (10) days after Defendant provides the Settlement
4 Administrator with the full Maximum Settlement Amount. Prior to mailing the Individual Class
5 Payments and Individual PAGA Payments, the Settlement Administrator shall perform a search
6 based on the National Change of Address Database maintained by the United States Postal Service
7 to update and correct any known or identifiable address changes.

8 i. Each Participating Class Member's Individual Class Payment shall
9 be calculated solely by the Settlement Administrator according to the following formula: Defendant
10 shall provide the Settlement Administrator with the Workweeks for each Participating Class
11 Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total
12 number of Workweeks for all Participating Class Members resulting in a value for each week
13 worked by the Participating Class Members during the Settlement Period ("Workweek Value").
14 The Settlement Administrator shall then multiply the number of Workweeks for each Participating
15 Class Member by the Workweek Value. In addition, all Aggrieved Employees shall receive a pro
16 rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their
17 Pay Periods during the Settlement Period.

18 ii. Individual Class Payments and Individual PAGA Payments shall be
19 made by check and shall be made payable to each Participating Class Member and/or Aggrieved
20 Employee as set forth in this Stipulation.

21 iii. Individual Class Payments shall be allocated as follows: twenty
22 percent (20%) as wages subject to all applicable tax withholdings, and eighty percent (80%) as non-
23 wage penalties, interest, and reimbursement of employment-related expenses not subject to payroll
24 tax withholdings. Individual PAGA Payments shall be allocated as 100% non-wage penalties. The
25 Settlement Administrator shall issue an IRS Form W-2 to each Participating Class Member for the
26 portion of each Individual Class Payment allocated as wages and subject to all applicable tax
27 withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Participating
28 Class Member and Aggrieved Employee for the portion of each Individual Class Payment and

1 Individual PAGA Payment allocated as non-wage penalties, interest, and reimbursement of
2 employment-related expenses not subject to payroll tax withholdings. The Settlement
3 Administrator shall calculate the amount of the Employer Taxes and shall remit and report the
4 applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely
5 manner.

6 iv. Individual Class Payment and Individual PAGA Payment checks
7 shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an Individual
8 Class Payment and/or Individual PAGA Payment check remains uncashed after one hundred eighty
9 (180) days from issuance, the Settlement Administrator shall distribute the value of the uncashed
10 check to the State Controller's Office Unclaimed Property Fund in the name of the Participating
11 Class Member and/or Aggrieved Employee. In such event, such Participating Class Members
12 and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.

13 v. All monies received by Class Members under the Settlement which
14 are attributable to wages shall constitute income to such Class Members solely in the year in which
15 such monies actually are received by the Class Members. It is expressly understood and agreed
16 that the receipt of Individual Class Payments shall not entitle any Class Member to additional
17 compensation or benefits under any collective bargaining agreement or under any bonus, contest
18 or other compensation or benefit plan or agreement in place during the period covered by the
19 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
20 other deferred compensation benefits. It is the intent of the Parties that Individual Class Payments
21 provided for in this Stipulation are the sole payments to be made by Defendant to Class Members
22 in connection with this Settlement, with the exception of Plaintiffs, and that the Class Members are
23 not entitled to any new or additional compensation or benefits as a result of having received the
24 Individual Class Payments.

25 b. Class Representative Service Awards. Subject to Court approval, Plaintiffs
26 shall each be paid a Class Representative Service Award not to exceed Seven Thousand Five
27 Hundred Dollars (\$7,500.00), or any lesser amount as awarded by the Court, for their time and
28 effort in bringing and presenting the Action and for releasing their claims. Defendant shall not

1 oppose or object to Plaintiffs' request for Class Representative Service Awards in an amount not
2 to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each. The Class Representative
3 Service Awards shall be paid to Plaintiffs from the Maximum Settlement Amount no later than ten
4 (10) days after Defendant fully provides the Settlement Administrator with the Maximum
5 Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs for
6 the Class Representative Service Awards. Plaintiffs shall be solely and legally responsible to pay
7 any and all applicable taxes on the Class Representative Service Awards and shall hold harmless
8 Defendant, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or
9 interest arising as a result of payment of the Class Representative Service Awards. The Class
10 Representative Service Awards shall be made in addition to Plaintiffs' Individual Class Payment
11 and Individual PAGA Payment. Any amount requested by Plaintiffs for the Class Representative
12 Service Awards and not awarded by the Court shall become part of the Net Settlement Amount and
13 shall be distributed to Participating Class Members as part of their Individual Class Payments.

14 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
15 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
16 Maximum Settlement Amount, which amounts to Eighty Thousand Dollars (\$80,000.00). In
17 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable costs
18 associated with Class Counsel's prosecution of the Action in an amount not to exceed Thirty-Five
19 Thousand Dollars (\$35,000.00). Class Counsel shall provide the Settlement Administrator with a
20 properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process
21 the Class Counsel Award approved by the Court. Defendant shall not oppose or object to Plaintiffs'
22 request for an award of attorneys' fees in an amount not to exceed Eighty Thousand Dollars
23 (\$80,000.00) and request for an award of reasonable costs not to exceed Thirty-Five Thousand
24 Dollars (\$35,000.00). In the event the Court awards Class Counsel less than Eighty Thousand
25 Dollars (\$80,000.00) in attorneys' fees and/or less than Thirty-Five Thousand Dollars (\$35,000.00)
26 in costs, the difference shall become part of the Net Settlement Amount and shall be distributed to
27 Participating Class Members as part of their Individual Class Payments. Class Counsel shall be
28 paid any Court-awarded attorneys' fees and costs no later than ten (10) days after Defendant fully

1 provides the Settlement Administrator with the Maximum Settlement Amount. Class Counsel shall
2 be solely and legally responsible to pay all applicable taxes on the Class Counsel Award. The
3 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel
4 Award. This Settlement is not conditioned upon the Court awarding Class Counsel any particular
5 amount of attorneys' fees or costs.

6 d. PAGA Payment. Twelve Thousand Dollars (\$12,000.00) from the
7 Maximum Settlement Amount shall be allocated as penalties under PAGA, of which Nine
8 Thousand Dollars (\$9,000.00) shall be paid by the Settlement Administrator directly to the LWDA.
9 The remaining Three Thousand Dollars (\$3,000.00) shall be distributed to Aggrieved Employees
10 as Individual PAGA Payments.

11 e. Settlement Administration Costs.

12 i. The Settlement Administration fees and expenses, which are
13 estimated not to exceed Eight Thousand Dollars (\$8,000.00), shall be paid from the Maximum
14 Settlement Amount. Prior to Plaintiffs filing a motion for final approval of the Settlement, the
15 Settlement Administrator shall provide the Parties with a statement detailing the Settlement
16 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration
17 process and to make all reasonable efforts to control and minimize Settlement Administration
18 Costs.

19 ii. The Parties each represent they do not have any financial interest in
20 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
21 that could create a conflict of interest.

22 iii. The Settlement Administrator shall keep the Parties timely apprised
23 of the performance of all Settlement Administrator responsibilities required by the Settlement. The
24 Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
25 regulations in which the Maximum Settlement Amount shall be placed and from which payments
26 required by the Settlement shall be made.

27 53. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
28 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to

1 grant final approval of the Settlement, including determining the amounts properly payable for:
2 (i) the Class Counsel Award; (ii) the Class Representative Service Awards; and (iii) the PAGA
3 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
4 declaration to the Parties describing the process and results of the administration of the Settlement
5 to date which shall be filed by Plaintiffs with the Court prior to the Final Approval Hearing. If the
6 Court grants final approval of the Settlement, the Settlement Administrator shall post notice of final
7 judgment on its website within seven (7) calendar days of entry of the Judgment.

8 54. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
9 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
10 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this
11 Stipulation shall be rendered null and void, any order or judgment entered by the Court in
12 furtherance of this Settlement shall be treated as void from the beginning and this Stipulation and
13 any documents related to it shall not be used by any Class Member or Class Counsel to support any
14 claim or request for class certification in the Action, and shall not be used in any other civil, criminal
15 or administrative action against Defendant or any of the other Released Parties. In the event an
16 appeal is filed from the order granting final approval or Judgment, or any other appellate review is
17 sought, administration of the Settlement shall be stayed pending final resolution of the appeal or
18 other appellate review. Any fees incurred by the Settlement Administrator prior to it being notified
19 of the filing of an appeal from the Judgment, or any other appellate review, shall be paid by
20 Defendant to the Settlement Administrator.

21 55. No Admission by Defendant. Defendant denies all claims alleged in this Action and
22 denies all wrongdoing whatsoever by Defendant. Neither this Stipulation, nor any of its terms and
23 conditions, nor any of the negotiations connected with it, is a concession or admission, and none
24 shall be used against Defendant as an admission or indication with respect to any claim of any fault,
25 concession, or omission by Defendant. The Parties agree that this Stipulation shall not be
26 admissible in this or any other proceeding as evidence that Defendant is liable to Plaintiffs or any
27 Class Member, other than according to the terms of this Stipulation.
28

1 56. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
2 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
3 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
4 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

5 57. Stay of Action. The Parties agree that upon the execution of this Agreement the
6 Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
7 that pursuant to Code of Civil Procedure section 583.330, the time to bring this case to trial pursuant
8 to Code of Civil Procedure shall be extended from the date this Stipulation is fully executed through
9 the entirety of the settlement approval process.

10 58. Amendment or Modification. This Stipulation may be amended or modified only
11 by a written instrument signed by all Parties or their representatives, and approved by the Court.

12 59. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
13 agreement between the Parties, and no oral or written representations, warranties, or inducements
14 have been made to Plaintiffs or Defendant concerning this Stipulation or its Exhibits other than the
15 representations, warranties, and covenants contained and memorialized in this Stipulation and its
16 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
17 on the Parties.

18 60. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
19 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
20 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by
21 such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents
22 required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense
23 Counsel shall cooperate with each other and use their best efforts to effect the implementation of
24 the Settlement. In the event the Parties are unable to reach agreement on the form or content of any
25 document needed to implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of mediator
27 Jeff Buck to resolve such disagreement. The person signing this Stipulation on behalf of Defendant
28 represents and warrants that he/she is authorized to sign this Stipulation on behalf of Defendant.

1 Plaintiffs represent and warrant that they are authorized to sign this Stipulation and that they have
2 not assigned any claim, or part of a claim, covered by this Settlement to a third-party. The Parties
3 have cooperated in the drafting and preparation of this Stipulation. Hence, in any construction
4 made of this Stipulation, the same shall not be construed against any of the Parties.

5 61. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
6 inure to the benefit of, the successors and assigns of the Parties.

7 62. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
8 be governed by and interpreted according to the laws of the State of California, without giving
9 effect to any law that would cause the laws of any jurisdiction other than the State of California to
10 be applied.

11 63. Counterparts. This Stipulation may be executed in one or more counterparts. All
12 executed counterparts and each of them shall be deemed to be one and the same instrument.

13 64. Jurisdiction of the Court. Following entry of the Judgment, pursuant to Code of
14 Civil Procedure section 664.6, the Court shall retain jurisdiction of this Action solely for the
15 purpose of interpretation, implementation, and enforcement of the terms of this Stipulation and all
16 orders and judgments entered in connection therewith, and the Parties, Class Counsel, and Defense
17 Counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing, and
18 enforcing the Settlement embodied in this Stipulation and all orders and judgments entered in
19 connection therewith.

20 65. Invalidity of Any Provision. Before declaring any term or provision of this
21 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or provisions
22 valid to the fullest extent possible consistent with applicable precedents so as to define all
23 provisions of this Stipulation as valid and enforceable.

24 66. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
25 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
26 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the
27 Settlement, and the release of Released Claims and shall have the same force and effect as if this
28 Stipulation were executed by each Participating Class Member.

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Dated: Apr 1, 2025, 2025


Maria Fernanda Velez Ramos (Apr 1, 2025 18:09 PDT)
Plaintiff Maria Fernanda Velez Ramos

Dated: _____, 2025

Plaintiff Yuliana Cholico

Dated: _____, 2025

Defendant California Burrito #11, Inc.

By: _____

Its: _____

Approved as to form and content:

Dated: April 3, 2025

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
LAUNA ADOLPH
REBECCA E. LIU
Attorneys for Plaintiffs Fernanda Maria Velez
Ramos and Yuliana Cholico

Dated: _____, 2025

MARTINEZ LAW GROUP, PC

By:

GLORIA MARTINEZ SENFTNER
Attorneys for Defendant
California Burrito #11, Inc.

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Dated: _____, 2025

Plaintiff Fernanda Maria Velez Ramos

Dated: Feb 21, 2025
_____, 2025


Yuliana Cholico (Feb 21, 2025 13:07 PST)
Plaintiff Yuliana Cholico

Dated: _____, 2025

Defendant California Burrito #11, Inc.

By: _____

Its: _____

Approved as to form and content:

Dated: _____, 2025

MATERN LAW GROUP, PC

By:

MATTHEW J. MATERN
LAUNA ADOLPH
REBECCA E. LIU
Attorneys for Plaintiffs Fernanda Maria Velez
Ramos and Yuliana Cholico

Dated: _____, 2025

MARTINEZ LAW GROUP, PC

By:

GLORIA MARTINEZ SENFTNER
Attorneys for Defendant
California Burrito #11, Inc.

1 Dated: _____, 2025

Plaintiff Fernanda Maria Velez Ramos

2
3 Dated: _____, 2025

Plaintiff Yuliana Cholico

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6 Dated: 02/10, 2025

Defendant California Burrito #11, Inc.

By: Jaime A. Tobancho

Its: PRESIDENT

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10 Approved as to form and content:

11 Dated: _____, 2025

MATERN LAW GROUP, PC

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14 By:

MATTHEW J. MATERN

LAUNA ADOLPH

REBECCA E. LIU

Attorneys for Plaintiffs Fernanda Maria Velez
Ramos and Yuliana Cholico

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18 Dated: 02/10, 2025

MARTINEZ LAW GROUP, PC

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20 By:

GLORIA MARTINEZ SENTNER

Attorneys for Defendant
California Burrito #11, Inc.