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

JOSE CORTEZ, as an aggrieved employee  
pursuant to the Private Attorneys General Act  
("PAGA"), on behalf of the State of California  
and other aggrieved employees,

Plaintiff,

vs.

B & V ENTERPRISES, INC., a California  
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 20STCV44113

**ASSIGNED FOR ALL PURPOSES TO:**  
Judge: Hon. Wendy Chang  
Dept.: 36

**PAGA SETTLEMENT AGREEMENT**

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of Los  
3 Angeles (“Court”), Plaintiffs Jose Cortez (“Cortez”), Carla Aguilar (“Aguilar”), and Zakiya Sun Ellis  
4 (“Ellis”) (collectively, “Plaintiffs”) and Defendant B&V Enterprises, Inc. (“Defendant”) (collectively  
5 with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or  
6 “Settlement Agreement”) of the actions entitled *Jose Cortez v. B&V Enterprises, Inc.*, No.  
7 20STCV44113 (Los Angeles County Superior Court) (“Cortez Action”); *Carla Aguilar v. B&V*  
8 *Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court) (“Aguilar Action”); and  
9 *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles  
10 County Superior Court) (“Ellis Action”) (collectively, the “Actions”).

11 **DEFINITIONS**

12 The following definitions are applicable to this Settlement Agreement. Definitions contained  
13 elsewhere in this Settlement Agreement will also be effective:

- 14 1. “Actions” means *Jose Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los  
15 Angeles County Superior Court) (“Cortez Action”); *Carla Aguilar v. B&V Enterprises, Inc.*, No.  
16 20STCV28012 (Los Angeles County Superior Court) (“Aguilar Action”); and *Zakiya Sun Ellis v. B&V*  
17 *Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court)  
18 (“Ellis Action”), and Plaintiffs’ respective Labor Code section 2698, et seq., California Labor Code  
19 Private Attorneys General Act of 2004 (“PAGA”) letters filed with the LWDA (“PAGA Letters”).
- 20 2. “Aggrieved Employees” means all persons who were employed by Defendant at its  
21 California Super King grocery stores in non-exempt positions at any time during the Settlement Period.
- 22 3. “Court” means the Superior Court for the State of California, County of Los Angeles,  
23 Department 36, Judge Wendy Chang presiding.
- 24 4. “General Release Payments” means the amount to be paid to each Plaintiff as payment  
25 for a general release of all claims arising out of their employment with Defendant.
- 26 5. “Gross Settlement Amount” means the settlement amount of One Million One Hundred  
27 Thousand Dollars (\$1,100,000) to be paid by Defendant in full satisfaction of all Settled Claims arising  
28 from the Actions, and Plaintiffs’ general releases.

1           6.       “Effective Date” means the date by when both of the following have occurred: (a) the  
2 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final.  
3 The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment  
4 and (b) the time to file a notice of appeal from the judgment (i.e., 60 calendar days) has expired.

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

6           8.       “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees  
7 and Costs, General Release Payments, and Settlement Administrator Costs.

8           9.       “Plaintiffs’ Counsel” means Capstone Law APC, Lavi & Ebrahimian LLP, and Lawyers  
9 *for Justice*, PC.

10          10.      “Released Parties” means B &V Enterprises, Inc. and each of its former and present  
11 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,  
12 subsidiaries, and affiliates.

13          11.      “Settled Claims” means any and all claims for PAGA penalties under the California  
14 Labor Code, Wage Orders, regulations, and/or other provisions of law, that were alleged or which could  
15 reasonably have been alleged based on the factual allegations in Plaintiffs’ PAGA Letters and their  
16 complaints in the Actions during the Settlement Period, including: (a) failure to pay all wages and  
17 required overtime pay; (b) failure to pay reporting time pay; (c) failure to provide written notice to  
18 employees in compliance with Labor Code section 2810.5; (d) failure to pay at least minimum wages;  
19 (e) failure to provide meal periods and associated premium pay; (f) failure to authorize or permit rest  
20 periods and associated premium pay; (g) failure to provide recovery periods; (h) failure to provide  
21 accurate and complete wage statements; (i) failure to maintain payroll records; (j) failure to pay all  
22 earned wages during employment; (k) failure to pay all earned wages upon termination; (l) failure to  
23 timely pay wages; (m) failure to provide suitable seating; (n) unlawful requirement for release of claims  
24 as condition of receiving wages; (o) compelling patronization; and (p) failure to reimburse business  
25 expenses.

26          12.      “Settlement Administration Costs” means the costs payable from the Gross Settlement  
27 Amount, subject to Court approval, to the Settlement Administrator for administering the Settlement.

28          13.      “Settlement Period” means February 19, 2020 through December 31, 2023.

**TERMS**

14. Second Amended Complaint. As a condition of settlement, Cortez will file a Second Amended Complaint (“SAC”) to add Aguilar and Ellis as named plaintiffs and to combine Aguilar’s and Ellis’s PAGA claims with Cortez’s. Pending Court approval of the Settlement, Aguilar and Ellis and Defendant will stipulate to stay the *Aguilar* Action and *Ellis* Action. Defendant will not be required to file an answer or other responsive pleading to the SAC. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then the SAC will be deemed withdrawn and the First Amended Complaint will again become the operative complaint without prejudice to Cortez’s right to seek leave to file another amended complaint and without prejudice to Defendant’s rights to object and/or challenge an amended pleading. Defendant does not impliedly or expressly waive any arguments or defenses to the SAC.

15. Gross Settlement Amount. In consideration for Plaintiffs’ promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Million One Hundred Thousand Dollars (\$1,100,000) (“Gross Settlement Amount”) to settle the Actions and in exchange for a release of the “Settled Claims.” The Gross Settlement Amount includes Plaintiffs’ attorneys’ fees, litigation costs and expenses, General Release Payments, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

16. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims. Pursuant to PAGA, seventy-five percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining twenty-five percent (25%) will be paid to all Aggrieved Employees according to the following formula:

16(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period (“Individual Pay Periods”), and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period (“Total Pay Periods”).

16(b) To determine each Aggrieved Employee’s payment from the PAGA

Penalties Fund, the Settlement Administrator will use the following formula:

Settlement Payment = 25% of PAGA Penalties Fund × [Individual Pay  
Periods ÷ Total Pay Periods].

16(c) Defendant estimates that Aggrieved Employees worked during an aggregate  
total of approximately One Hundred Forty-Eight Thousand Eight Hundred  
Ninety-Five (148,895) Pay Periods during the Settlement Period.

17. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or  
motion by Plaintiffs' Counsel for attorneys' fees and costs ("Attorneys' Fees and Costs") of not more  
than Three Hundred Sixty-Six Thousand Six Hundred Sixty-Seven Dollars (\$366,667) in attorneys' fees,  
plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiffs' Counsel's  
litigation and settlement of the Actions (including expert/consultant fees, investigations costs, etc.), not to  
exceed Fifty Thousand Dollars (\$50,000.00), both of which will be paid from the Gross Settlement  
Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiffs' Counsel will be added  
to the PAGA Penalties Fund. The award of attorneys' fees will be divided as follows: (a) Fifty-Six  
Percent (56%) to Capstone Law APC; (b) Twenty-Four Percent (24%) to Lavi & Ebrahimian LLP; and  
(c) Twenty Percent (20%) to Lawyers *for* Justice, PC.

18. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-  
party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be  
responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate  
tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement  
Administration Costs will be paid from the Gross Settlement Amount. Settlement Administration Costs  
are estimated at Twenty Thousand Dollars (\$20,000).

19. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties  
will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the  
Court issue an order and judgment approving and incorporating by reference the terms and conditions of  
the Settlement Agreement (the "Order and Judgment").

20. Dismissal of the *Aguilar* Action. Within five (5) business days after the Effective Date,  
*Aguilar* and *Ellis* will respectively dismiss the *Aguilar* Action and *Ellis* Action with prejudice.

1           21.     List of Aggrieved Employees. Within fourteen (14) calendar days after the Effective  
2 Date, Defendant will provide the Settlement Administrator a complete list of all Aggrieved Employees  
3 (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in Microsoft Excel and  
4 will include each Aggrieved Employees full name; most recent mailing address and telephone number;  
5 Social Security number; the respective number of pay periods during which each Aggrieved Employee  
6 was employed during the Settlement Period; and any other relevant information needed to calculate  
7 settlement payments.

8           22.     Funding of the Settlement. Within seven (7) calendar days after entry of the Effective  
9 Date, or seven (7) calendar days after the dismissal with prejudice of the *Aguilar* Action and *Ellis* Action,  
10 whichever is later, Defendant will deposit the Gross Settlement Amount into the Qualified Settlement  
11 Fund (“QSF”) to be established by the Settlement Administrator. Within fourteen (14) calendar days of  
12 the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved  
13 Employees, including Plaintiffs; (b) the LWDA; (c) Plaintiffs’ Counsel; and (d) itself. The Settlement  
14 Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this  
15 Settlement.

16           23.     Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue  
17 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an  
18 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a  
19 search based on the National Change of Address Database for information to update and correct for any  
20 known or identifiable address changes. Any checks returned as non-deliverable on or before the check  
21 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address  
22 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt  
23 to determine the correct address using a skip-trace, or other search using the name, address or Social  
24 Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Checks  
25 will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain  
26 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be  
27 tendered to the California State Controller’s Office for Unclaimed Property in the name of the Aggrieved  
28 Employee who do not cash their check before the deadline. All settlement payments to Aggrieved

1 Employees will be treated as miscellaneous income for which a 1099 will be issued.

2 24. Settled Claims. Upon the Effective Date, Plaintiffs and all Aggrieved Employees will be  
3 forever barred from pursuing against Defendant and the Released Parties any and all Settled Claims  
4 during the Settlement Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have  
5 released any individual wage and hour claims by virtue of this Settlement.

6 25. Plaintiffs' Release. Upon the Effective Date, for purposes of Plaintiffs' Release,  
7 Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the  
8 California Civil Code, which reads:

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

14 26. In exchange for the above general release, each Plaintiff will receive the sum of Ten  
15 Thousand Dollars (\$10,000) from the Gross Settlement Amount.

16 27. No Right to Exclusion or Objections by Representative Action Members. Because this  
17 settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as  
18 Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no  
19 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved  
20 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,  
21 regardless of whether the Aggrieved Employee cashes any payment received as a result of this  
22 Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the  
23 Settlement Agreement.

24 28. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced  
25 herein will not be utilized to calculate any additional benefits under any benefit plans to which any  
26 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,  
27 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit  
28 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,

1 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

2 29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,  
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of  
5 action or right herein released and discharged.

6 30. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve  
7 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then  
8 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,  
9 and the Parties will be returned to their original respective positions.

10 31. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court  
11 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement  
12 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters  
13 as may be appropriate under court rules or as set forth in this Settlement.

14 32. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'  
15 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding  
16 on the Parties.

17 33. Amendment or Modification. This Settlement Agreement may be amended or modified  
18 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all  
19 Parties, and approved by the Court.

20 34. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and  
21 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
22 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant  
23 to this Settlement Agreement to effectuate its terms and to execute any other documents required to  
24 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
25 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to  
26 reach agreement on the form or content of any document needed to implement the Settlement, or on any  
27 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties  
28 may seek the assistance of the Court to resolve such disagreement.

1           35.     Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
2 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3           36.     California Law Governs. All terms of this Settlement Agreement will be governed by  
4 and interpreted according to the laws of the State of California.

5           37.     Execution and Counterparts. This Settlement Agreement is subject only to the execution  
6 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
7 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and  
8 scanned copies of the signature pages, will be deemed to be one and the same instrument.

9           38.     Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
10 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
11 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that  
12 they are each represented by competent counsel and that they have had an opportunity to consult with  
13 their counsel regarding the fairness and reasonableness of this Settlement.

14          39.     Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that  
15 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request  
16 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

17          40.     Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
20 valid and enforceable.

21          41.     Captions. The captions and section numbers in this Settlement Agreement are inserted  
22 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
23 provisions of this Settlement Agreement.

24          42.     Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
25 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
26 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

27          43.     Enforcement Action. In the event that one or more of the Parties institutes any legal  
28 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement

1 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be  
2 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including  
3 expert witness fees incurred in connection with any enforcement actions.

4 44. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
5 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
6 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for  
7 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,  
8 all Parties have contributed to the preparation of this Settlement Agreement.

9 45. Representation By Counsel. The Parties acknowledge that they have been represented  
10 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and  
11 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed  
12 in full.

13 46. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good  
14 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this  
15 Settlement Agreement.

16 47. Binding Agreement. The Parties warrant that they understand and have full authority to  
17 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and  
18 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to  
19 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply  
20 under federal or state law.

21 48. Denial of Liability. The Parties expressly recognize that the making of this agreement  
22 does not in any way constitute an admission or concession of wrongdoing on the part of Defendant.  
23 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,  
24 discussions or communications, nor any materials prepared, exchanged, issued or used during the  
25 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be  
26 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,  
27 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,  
28 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: 05-4-2024

\_\_\_\_\_  
Jose Cortez

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Carla Aguilar

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Zakiya Sun Ellis

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Name of Authorized Signatory]  
B&V Enterprises, Inc.

1 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its  
2 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments  
3 of the Court entered into in connection therewith.

4  
5 **READ CAREFULLY BEFORE SIGNING**

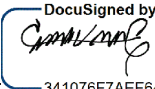
6 **PLAINTIFF**

7 Dated: \_\_\_\_\_

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Jose Cortez

9 **PLAINTIFF**

10 Dated: mayo 7, 2024 \_\_\_\_\_

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14 Carla Aguilar

15 **PLAINTIFF**

16 Dated: \_\_\_\_\_

17 \_\_\_\_\_  
Zakiya Sun Ellis

18 **DEFENDANT**

19 Dated: \_\_\_\_\_

20 \_\_\_\_\_  
21 [Name of Authorized Signatory]  
22 B&V Enterprises, Inc.

Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

**READ CAREFULLY BEFORE SIGNING**

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jose Cortez

**PLAINTIFF**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Carla Aguilar

**PLAINTIFF**

Dated: 5/17/24 \_\_\_\_\_

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\_\_\_\_\_  
Zaldya Sun Ellis

**DEFENDANT**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Name of Authorized Signatory]  
B&V Enterprises, Inc.

1 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its  
2 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments  
3 of the Court entered into in connection therewith.

4  
5 **READ CAREFULLY BEFORE SIGNING**

6 **PLAINTIFF**

7 Dated: \_\_\_\_\_

8 Jose Cortez

9 **PLAINTIFF**

10 Dated: \_\_\_\_\_

11 Carla Aguilar

12 **PLAINTIFF**

13 Dated: 5/17/24

14   
15 \_\_\_\_\_

16 Zaldya Sun Ellis

17 **DEFENDANT**

18 Dated: 06/12/2024

19 Shant Fermanian  
20 Shant Fermanian (Jun 12, 2024 08:43 PDT)  
21 [Name of Authorized Signatory]  
22 B&V Enterprises, Inc.  
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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: April 19, 2024  
  
Raul Perez  
*Attorneys for Plaintiff Jose Cortez*

LAVI & EBRAHIMIAN LLP

Dated: \_\_\_\_\_  
Joseph Lavi  
*Attorneys for Plaintiff Carla Aguilar*

LAWYERS *for* JUSTICE, PC

Dated: \_\_\_\_\_  
Joanna Ghosh  
Selena Matavosian  
*Attorneys for Plaintiff Zakiya Sun Ellis*

FISHER & PHILLIPS

Dated: \_\_\_\_\_  
Todd Scherwin  
Hannah Sweiss  
*Attorneys for Defendant*

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Raul Perez  
*Attorneys for* Plaintiff Jose Cortez

LAVI & FIDATIUM LLP

DocuSigned by:

Dated: May 8, 2024

\_\_\_\_\_  
*Joseph Lavi*  
871E0169FCF244D...

\_\_\_\_\_  
Joseph Lavi  
*Attorneys for* Plaintiff Carla Aguilar

LAWYERS *for* JUSTICE, PC

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joanna Ghosh  
Selena Matavosian  
*Attorneys for* Plaintiff Zakiya Sun Ellis

FISHER & PHILLIPS

Dated: \_\_\_\_\_

\_\_\_\_\_  
Todd Scherwin  
Hannah Sweiss  
*Attorneys for* Defendant

1 **APPROVED AS TO FORM**

2

3 **CAPSTONE LAW APC**

4 Dated: \_\_\_\_\_

5 \_\_\_\_\_  
Raul Perez  
Attorneys for Plaintiff Jose Cortez

6

7 **LAVI & EBRAHIMIAN LLP**

8 Dated: \_\_\_\_\_

9 \_\_\_\_\_  
Joseph Lavi  
Attorneys for Plaintiff Carla Aguilar

10

11 **LAWYERSfor JUSTICE, PC**

12 Dated: May 24, 2024

13 \_\_\_\_\_  
  
Joanna Ghosh  
Selena Matavosian  
Attorneys for Plaintiff Zaldya Sun Ellis

14

15 **FISHER & PHILLIPS**

16

17 Dated: \_\_\_\_\_

18 \_\_\_\_\_  
Todd Scherwin  
Hannah Sweiss  
Attorneys for Defendant

1 APPROVED AS TO FORM

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3 CAPSTONE LAW APC

4 Dated: \_\_\_\_\_

5 \_\_\_\_\_  
6 Raul Perez  
7 Attorneys for Plaintiff Jose Cortez

8 LAVI & EBRAHIMIAN LLP

9 Dated: \_\_\_\_\_

10 \_\_\_\_\_  
11 Joseph Lavi  
12 Attorneys for Plaintiff Carla Aguilar

13 LAWYERSfor JUSTICE, PC

14 Dated: May 24, 2024

15 \_\_\_\_\_  
16   
17 Joanna Ghosh  
18 Selena Matavosian  
19 Attorneys for Plaintiff Zaldya Sun Ellis

20 FISHER & PHILLIPS

21 Dated: June 12, 2024

22 \_\_\_\_\_  
23   
24 Todd Scherwin  
25 Hannah Sweiss  
26 Attorneys for Defendant

# Exhibit A

<<DATE>>

<<FIRST\_NAME>> <<LAST\_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment from *Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court); *Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court); and *Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court)**

Dear <<FIRST\_NAME>> <<LAST\_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Cortez v. B&V Enterprises, Inc.*, No. 20STCV44113 (Los Angeles County Superior Court); *Aguilar v. B&V Enterprises, Inc.*, No. 20STCV28012 (Los Angeles County Superior Court); and *Zakiya Sun Ellis v. B&V Enterprises, Inc. dba Super King Markets*, No. 21GDCV00587 (Los Angeles County Superior Court) (collectively, the “Actions”).

The Actions were filed against Defendant B&V Enterprises, Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Actions were brought by former employees of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the Actions were brought.

The Plaintiffs in the Actions claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Actions but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiffs, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]