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14 *Attorneys for Defendants,*
15 **ROCK & DOUGH PIZZA CO, LLC and ALI ANTONIO AHMADIAN**

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

FRANCISCO ACOSTA, an individual;

Plaintiff,

v.

ROCK & DOUGH PIZZA CO, LLC, a
California Limited Liability Company; ALI
ANTONIO AHMADIAN, an individual; and
DOES 1-50, inclusive;

Defendants.

Case Number: 21STCV02228

[Honorable Curtis A. Kin; Department 72]

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT**

[filed concurrently with [Proposed] Order]

Complaint Filed: January 19, 2021

Plaintiff FRANCISCO ACOSTA ("Plaintiff") and Defendants ROCK & DOUGH PIZZA CO,
LLC, and ALI ANTONIO AHMADIAN ("Defendants") (collectively, "the Parties"), by and through
their respective counsel of record, hereby stipulate as follows:

1 **WHEREAS**, on or about October 15, 2020, Plaintiff by and through Plaintiff's counsel, served
2 a notice to the California Labor Workforce Development Agency ("LWDA") and Defendants alleging
3 that Defendants engaged in violations of the California Labor Code and California Wage Orders,
4 seeking civil penalties pursuant to the California Labor Code Private Attorneys' General Act
5 ("PAGA");

6 **WHEREAS**, on or about January 19, 2021, Plaintiff filed a Complaint in the California
7 Superior Court for the County of Los Angeles entitled Francisco Acosta v. Rock & Dough Pizza Co.
8 LLC, et al., case number 21STCV02228 (the "Action");

9 **WHEREAS**, on or about February 19, 2021, Plaintiff by and through Plaintiff's counsel,
10 served an Amended PAGA Notice to the California Labor Workforce Development Agency
11 ("LWDA") and Defendants (the "PAGA Notice") alleging that Defendants engaged in violations of
12 the California Labor Code and California Wage Orders, seeking civil penalties pursuant to the
13 California Labor Code Private Attorneys' General Act ("PAGA");

14 **WHEREAS**, on or about May 28, 2021, Plaintiff filed a First Amended Complaint ("FAC"),
15 alleging the following causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Compensate
16 for All Hours Worked (3) Failure to Pay Overtime Compensation; (4) Failure To Pay Meal Period
17 Compensation; (5) Failure To Rest Period Compensation; (6) Failure To Furnish Accurate Wage and
18 Hour Statements; (7) Failure to Pay Wages Upon Discharge; (8) Statutory Penalties; (9) Failure to
19 Indemnify and Illegal Deductions From Wages; (10) FEHA Discrimination; (11) FEHA Failure To
20 Accommodate; (12) FEHA Failure To Engage In Good Faith Interactive Process; (13) FEHA
21 Wrongful Termination; (14) Violation Of The Private Attorneys General Act OF 2004 ("PAGA");
22 (15) Unfair Competition;

23 **WHEREAS**, on or about June 30, 2022, the Parties participated in an all-day mediation
24 presided over by mediator Michael Young which led to the agreement to settle the Action. Prior to
25 mediation, Plaintiff obtained, through informal discovery, personnel policies and wage statements and
26 time records for a 30% sampling of the PAGA class;

27 **WHEREAS**, on or about September 8, 2022, a PAGA Settlement Agreement was entered into
28 by and between Plaintiff, on behalf of himself and "Aggrieved Employees" (defined below), on the

1 one hand, and Defendants on the other hand, to memorialize the essential terms of the settlement of
2 Plaintiff's representative claims asserted in the Action;

3 **WHEREAS**, for purposes of Plaintiff representative claims under PAGA, and for purposes of
4 the Action (as defined below) and this PAGA Agreement, the alleged aggrieved individuals
5 ("Aggrieved Employees") are defined by Plaintiff to be: "a person employed by Rock & Dough Pizza
6 Co., LLC in California and classified as a non-exempt employee who worked for Rock & Dough Pizza
7 Co., LLC during the PAGA Period". The PAGA Period is defined to be from October 16, 2019 to the
8 Effective Date;

9 **WHEREAS**, Defendants estimates there are twenty-one (21) Aggrieved Employees who
10 worked a total of 572 PAGA Pay Periods;

11 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
12 action asserted in the Action, including, without limitation, Plaintiff's individual claims and the
13 Aggrieved Employees' claim for civil penalties pursuant to PAGA;

14 **WHEREAS**, the Parties engaged in an informal exchange of documents and information
15 including Defendants' financial records. The Parties have also conducted extensive independent
16 investigation and evaluations of the claims and defenses in this matter. Both Plaintiff's counsel and
17 Defendants' counsel have significant experience litigating and resolving the type of wage-and-hour
18 claims alleged in the Action, including claims for civil penalties under PAGA;

19 **WHEREAS**, the parties will work together to obtain court approval for the PAGA Settlement
20 Payment, including cooperating in the drafting of a stipulation regarding settlement of the PAGA
21 Claim and PAGA Settlement Payment. Plaintiff's counsel will provide an initial draft of the PAGA
22 stipulation within a reasonable time after the acceptance of this proposal by both parties;

23 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff's "PAGA Claims" are
24 defined as any and all claims for civil penalties pursuant to PAGA based on the allegations in
25 Plaintiff's Complaints and/or PAGA Notices, broadly construed, including, but not limited to, civil
26 penalties based on or arising from California Labor Code Sections 98.6, 200, 201, 201.5, 202, 203,
27 204, 205.5, 206, 206.5, 208, 210, 215, 216, 218.5, 221, 223, 224, 225.5, 226, 226(a)(1), 226(a)(5),
28 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 226.8, 227.3, 233 *et seq.*, 246,

247, 432.5, 450, 500, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1198.5(k), 1199, 1776, 2698 *et seq.*, 2699.3(c)(1), 2699(i), 2802 and 2810.5 *et seq.*, California Code of Civil Procedure Section 1021.5, 3294, California Constitution Article I § 8, Government Code Section 12926.1, 12940 *et seq.*, 12940(h) *et seq.*, 12940(m), 12940(n), 12945.2, 12945.2(c)(3)(C), 12965(b), 12965(c) California Business and Professions Code Section 17200 *et seq.*, and the California Wage Orders, whether known or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Action and/or the PAGA Notice, or that could have been alleged in the Action and/or PAGA Notices, which Plaintiff and any Aggrieved Employee have or had at any time through and including the Approval Date, against any of the Releasees identified in the PAGA Settlement Agreement. A true and correct copy of the PAGA Settlement Agreement is attached hereto as “EXHIBIT 1”, and its defined terms are hereby incorporated by reference;

WHEREAS, California Labor Code Section 2699(l)(2) requires that this Court review and approve any settlement pursuant to PAGA;

WHEREAS, the Parties have concurrently filed/served a copy of this Joint Stipulation and the PAGA Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(l)(2), per the proof of service attached hereto;

WHEREAS, Rock & Dough Pizza Co., LLC promises to pay \$10,000.00 and no more as the Gross Settlement Amount (“Gross Settlement Amount”).

WHEREAS, in consideration of the terms and conditions set forth in the PAGA Settlement Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement Agreement, including that:

A. Rock & Dough Pizza Co., LLC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

B. A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$3,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$1,500.00; and an Administrator Expenses Payment not to exceed \$2,000.00 except for a showing of good cause and as approved by the Court.

1 C. The remaining balance after deducting the above amounts, Aggrieved
2 Employees' Counsel will request, and Defendants will not oppose, PAGA Penalties in the amount of
3 \$3,166.67 to be paid from the Gross Settlement Amount, as follows:

4 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation, \$2,375.00,
5 shall be paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA,
6 Labor Code section 2698, *et seq.*;

7 ii. Twenty Five Percent (25%) of the Civil Penalty Allocation, \$791.67,
8 (the "Aggrieved Employee Amount") shall be paid to the PAGA Members, pursuant to Labor Code §
9 2699(i), divided amongst PAGA Members based on each PAGA Member's respective number of pay
10 periods worked for Defendants in California during the PAGA Period.

11 **WHEREAS**, The Administrator will pay the PAGA Counsel Fees Payment and PAGA
12 Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
13 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
14 Litigation Expenses Payment and holds Rock & Dough Pizza Co., LLC harmless, and indemnifies
15 Rock & Dough Pizza Co., LLC, from any dispute or controversy regarding any division or sharing of
16 any of these Payments.

17 **WHEREAS**, The Administrator will calculate each Individual PAGA Payment by (a)
18 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$791.67) by the
19 total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
20 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.
21 Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual
22 PAGA Payment.

23 **WHEREAS**, If the Court approves PAGA Penalties of less than the amount requested, the
24 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report
25 the Individual PAGA Payments on IRS 1099 Forms.

26 A. Within 21 days of the Effective Date, Rock & Dough Pizza Co., LLC will
27 simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft
28 Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain

1 the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of
2 this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to
3 Administrator employees who need access to the Aggrieved Employee Data to effect and perform
4 under this Agreement. Rock & Dough Pizza Co., LLC has a continuing duty to immediately notify
5 PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying
6 information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably
7 feasible. Without any extension of the deadline by which Rock & Dough Pizza Co., LLC must send
8 the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously
9 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or
10 omitted Aggrieved Employee Data.

11 **WHEREAS**, the Administrator will issue checks for the Individual PAGA Payments and send
12 them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check
13 shall prominently state the date (not less than 180 days after the date of mailing) when the check will
14 be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any
15 checks, the Settlement Administrator must update the recipients' mailing addresses using the National
16 Change of Address Database.

17 **WHEREAS**, The Administrator must conduct an Aggrieved Employee Address Search for all
18 Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.
19 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
20 forwarding address provided or to an address ascertained through the Aggrieved Employee Address
21 Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees
22 whose remailed checks are returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested
24 by the Aggrieved Employee prior to the void date. For any Aggrieved Employee whose Individual
25 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit
26 the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the
27 name of the Aggrieved Employee.

1 **WHEREAS**, the payment of Individual PAGA Payments shall not obligate Rock & Dough
2 Pizza Co., LLC to confer any additional benefits or make any additional payments to the Aggrieved
3 Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4 **WHEREAS**, contingent upon the terms of a separately executed Individual Settlement
5 Agreement for Plaintiff's Individual Causes of Action, Plaintiff and his or her respective former and
6 present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
7 successors, and assigns generally, release and discharge Released Parties from all claims, transactions,
8 or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that
9 were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint
10 and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
11 actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits,
12 disability benefits, social security benefits, workers' compensation benefits that arose at any time, or
13 based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover
14 facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
15 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
16 notwithstanding such different or additional facts or Plaintiff's discovery of them;

17 **WHEREAS**, for purposes of Plaintiff's Release, and contingent upon the terms of a separately
18 executed Individual Settlement Agreement for Plaintiff's Individual Causes of Action, Plaintiff
19 expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
20 California Civil Code, which reads:

21 **A general release does not extend to claims that the creditor or**
22 **releasing party does not know or suspect to exist in his or her favor at the**
23 **time of executing the release, and that if known by him or her would have**
24 **materially affected his or her settlement with the debtor or Released**
25 **Party.**

26 **WHEREAS**, all Aggrieved Employees are deemed to release, on behalf of themselves and
27 their respective former and present representatives, agents, attorneys, heirs, administrators, successors,
28 and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably

1 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint [,] [and]
2 the PAGA Notice.

3 **WHEREAS**, PAGA Counsel release on behalf of their present and former attorneys,
4 employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees
5 incurred in connection with the Operative Complaint and the PAGA Period facts stated in the
6 Operative Complaint and the PAGA Notice.

7 The Parties have jointly selected Phoenix Administrators to serve as the Administrator and
8 verified that, as a condition of appointment, Phoenix Administrators agrees to be bound by this
9 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for
10 payment of Administration Expenses. The Parties and their Counsel represent that they have no
11 interest or relationship, financial or otherwise, with the Administrator other than a professional
12 relationship arising out of prior experiences administering settlements.

13 **WHEREAS**, The Administrator shall have and use its own Employer Identification Number
14 for purposes of calculating payroll tax withholdings and providing reports state and federal tax
15 authorities. The Administrator shall establish a settlement fund that meets the requirements of a
16 Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

17 **WHEREAS**, provided the Judgment is consistent with the terms and conditions of this
18 Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation
19 Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment,
20 including all rights to post-judgment and appellate proceedings, the right to file motions to vacate
21 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not
22 include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the
23 Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time
24 as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
25 the amount of the Net Settlement Amount.

26 **WHEREAS**, PAGA Counsel and Defense Counsel separately warrant and represent that they
27 are authorized by Plaintiff and Rock & Dough Pizza Co., LLC, respectively, to take all appropriate
28 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its

1 terms, and to execute any other documents reasonably required to effectuate the terms of this
2 Agreement including any amendments to this Agreement.

3 **WHEREAS**, this Agreement represents a compromise and settlement of highly disputed
4 claims. Nothing in this Agreement is intended or should be construed as an admission by Rock &
5 Dough Pizza Co., LLC that any of the allegations in the Operative Complaint have merit or that Rock
6 & Dough Pizza Co., LLC has any liability for any claims asserted; nor should it be intended or
7 construed as an admission by Plaintiff that Rock & Dough Pizza Co., LLC's defenses in the Action
8 have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If,
9 for any reason the Court does not approve this Settlement, Rock & Dough Pizza Co., LLC reserves all
10 available defenses to the claims in the Action, and Plaintiff reserves the right to contest Rock & Dough
11 Pizza Co., LLC's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
12 will have no bearing on, and will not be admissible in connection with, any litigation (except for
13 proceedings to enforce or effectuate the Settlement and this Agreement).

14 **WHEREAS**, the Parties and their counsel will cooperate with each other and use their best
15 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
16 Agreement, submitting supplemental evidence and supplementing points and authorities as requested
17 by the Court. In the event the Parties are unable to agree upon the form or content of any document
18 necessary to implement the Settlement, or on any modification of the Agreement that may become
19 necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the
20 Court for resolution.

21 **WHEREAS**, the Parties separately represent and warrant that they have not directly or
22 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
23 person or entity and portion of any liability, claim, demand, action, cause of action, or right released
24 and discharged by the Party in this Settlement.

25 **WHEREAS**, To the extent permitted by law, all agreements made, and orders entered during
26 Action and in this Agreement relating to the confidentiality of information shall survive the execution
27 of this Agreement.

1 **WHEREAS**, information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and
2 all copies and summaries of the PAGA Data provided to PAGA Counsel by Rock & Dough Pizza Co.,
3 LLC in connection with the mediation, other settlement negotiations, or in connection with the
4 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
5 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
6 than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds,
7 Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from
8 Rock & Dough Pizza Co., LLC unless, prior to the Administrator's payment of all Settlement Funds,
9 Rock & Dough Pizza Co., LLC makes a written request to PAGA Counsel for the return, rather than
10 the destructions, of Aggrieved Employee Data.

11 **WHEREAS**, unless otherwise noted, all reference to "days" in this Agreement shall be to
12 calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
13 federal legal holiday, such date or deadline shall be on the first business day thereafter.

14 **WHEREAS**, all notices, demands or other communications given under this Agreement will
15 be in writing and deemed to have been duly given as of the third calendar day after mailing by United
16 States mail, addressed as follows:

17 *To Plaintiff and the Settlement Group:*

18 Sarkis Sirmabekian
19 Sirmabekian Law Firm, PC
20 3435 Wilshire Blvd., Suite 1710
21 Los Angeles, CA 90010
22 Telephone: (818) 473-5003
23 Facsimile: (818) 476-5619
24 *sarkis@slawla.com*

25 *To Rock & Dough Pizza Co., LLC:*

26 James A. Odlum
27 Mundell, Odlum & Haws, LLP
28 650 E. Hospitality Lane, Suite 470
 San Bernardino, CA 92408
 jodlum@mohlaw.com

WHEREAS, the Parties agree that upon the execution of this Agreement the litigation shall
be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the

1 signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to
2 trial under CCP section 583.310 for the entire period of this settlement process.

3 WHEREAS, this Agreement may be executed in one or more counterparts by facsimile,
4 electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an
5 original. All executed counterparts and each of them will be deemed to be one and the same instrument
6 if counsel for the Parties will exchange between themselves signed counterparts. Any executed
7 counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

8 WHEREAS, this Court shall retain jurisdiction over the Parties, Action, and the Settlement
9 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
10 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law;

11 NOW THEREFORE, the Parties jointly request that the Court approve the PAGA Settlement
12 set forth in the PAGA Settlement Agreement and enter judgment accordingly to its terms.

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16 *[SIGNATURE PAGE FOLLOWS]*
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1 DATED: October 31, 2022

SIRMABEKIAN LAW FIRM PC

2 By:

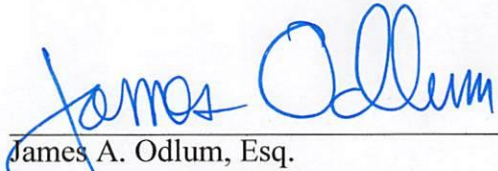

Sarkis Sirmabekian, Esq.

Attorney for Plaintiff FRANCISCO ACOSTA

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8 **MUNDELL, ODLUM & HAWS, LLP**

9 DATED: October 17, 2022

10 By:


James A. Odlum, Esq.

*Attorney for Defendants,
ROCK & DOUGH PIZZA CO, LLC and ALI
ANTONIO AHMADIAN*

EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Francisco Acosta (“Plaintiff”) and defendants’ Rock & Dough Pizza Co., LLC and Ali Antonio Ahmadian (“Defendants”). The Agreement refers to Plaintiff and Rock & Dough Pizza Co., LLC and Ali Antonio Ahmadian collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned Francisco Acosta v. Rock & Dough Pizza Co., LLC, et al., Case No. 21STCV02228 initiated on January 19, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Rock & Dough Pizza Co., LLC in California and classified as a non-exempt employee who worked for Rock & Dough Pizza Co., LLC during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Rock & Dough Pizza Co., LLC’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means James A. Odlum, Mundell, Odlum & Haws, LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- 1.10. “Gross Settlement Amount” means \$10,000.00 which is the total amount Rock &

Dough Pizza Co., LLC agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Sarkis Sirmabekian, Sirmabekian Law Firm, PC the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Rock & Dough Pizza Co., LLC for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from October 16, 2019 to the Effective Date.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$791.67) and the 75% to LWDA (\$2,375.00) in settlement of PAGA claims.

- 1.23. "Plaintiff" means Francisco Acosta, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Rock & Dough Pizza Co., LLC and each of its former and present directors, officers, shareholders, owners (including Ali Antonio Ahmadian, attorneys, insurers, predecessors, successors, and assigns.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. "Rock & Dough Pizza Co., LLC" means named Defendants Rock & Dough Pizza Co., LLC and Mr. Ahmadian.

2. RECITALS.

- 2.1. On January 19, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Rock & Dough Pizza Co., LLC and Ali Antonio Ahmadian for . The Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Rock & Dough Pizza Co., LLC and the LWDA by sending the PAGA Notice.
- 2.3. On June 30, 2022,
☒ the Parties participated in an all-day mediation presided over by Michael Young_____ which led to this Agreement to settle the Action.
☐ _____ (describe alternative means of negotiation) .
- 2.4. Prior to ☒ mediation ☐ negotiating the Settlement, Plaintiff obtained, through
☐ formal ☒ informal discovery, personnel policies and wage statements and time records for a 30% sampling of the PAGA class.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Rock & Dough Pizza Co., LLC promises to pay \$10,000.00 and no more as the Gross Settlement Amount. Rock & Dough Pizza Co., LLC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Rock & Dough Pizza Co., LLC.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$3,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$1,500.00. Rock & Dough Pizza Co., LLC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Rock & Dough Pizza Co., LLC harmless, and indemnifies Rock & Dough Pizza Co., LLC, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$3,166.67 to be paid from the Gross Settlement Amount, with 75% (\$2,375.00) allocated to the LWDA PAGA Payment and 25% (\$791.67) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$791.67) by the total number of PAGA Period Pay Periods worked

by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Rock & Dough Pizza Co., LLC estimates there are 21 Aggrieved Employees who worked a total of 572 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 21 days of the Effective Date, Rock & Dough Pizza Co., LLC will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Rock & Dough Pizza Co., LLC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Rock & Dough Pizza Co., LLC must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Rock & Dough Pizza Co., LLC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within [e.g., 14] days after Rock & Dough Pizza Co., LLC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all

checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.1. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.2. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.3. The payment of Individual PAGA Payments shall not obligate Rock & Dough Pizza Co., LLC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Rock & Dough Pizza Co., LLC fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Contingent upon the terms of a separately executed Individual Settlement Agreement for Plaintiff's Individual Causes of Action, Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, and contingent upon the terms of a separately

executed Individual Settlement Agreement for Plaintiff's Individual Causes of Action, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint [,] [and] the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, application or motion for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, Rock & Dough Pizza Co., LLC estimates that, as of the date of this Settlement Agreement, (1) there are 21 Aggrieved Employees who worked 572 Pay Periods during the PAGA Period.^{iv}

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Rock & Dough Pizza Co., LLC that any of the allegations in the Operative Complaint have merit or that Rock & Dough Pizza Co., LLC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Rock & Dough Pizza Co., LLC's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Rock & Dough Pizza Co., LLC reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Rock & Dough Pizza Co., LLC's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Rock & Dough Pizza Co., LLC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use

their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Rock & Dough Pizza Co., LLC nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Rock & Dough Pizza Co., LLC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all

paper and electronic versions of Aggrieved Employee Data received from Rock & Dough Pizza Co., LLC unless, prior to the Administrator's payment of all Settlement Funds, Rock & Dough Pizza Co., LLC makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Sarkis Sirmabekian
Sirmabekian Law Firm, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

To Rock & Dough Pizza Co., LLC:

James A. Odum
Mundell, Odum & Haws, LLP
650 E. Hospitality Lane, Suite 470
San Bernardino, CA 92408

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by:



9/8/2022

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Francisco Acosta



Ali Antonio Ahmadian, Rock & Dough Pizza,
LLC and for Himself

COUNSEL APPROVE AS TO FORM:

DocuSigned by:

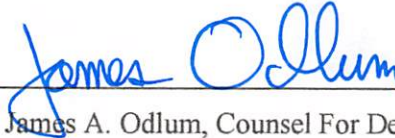


Sarkis Sirmabekian

9/8/2022

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Sarkis Sirmabekian, Counsel for Plaintiff



James A. Odum, Counsel For Defendants

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X,___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: November 3, 2022
 At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

James A. Odium [SBN 109766] MUNDELL, ODLUM & HAWS, LLP 650 E. Hospitality Lane, Suite 470 San Bernardino, California 92408 Email: jodlum@mohlaw.com	<i>Attorney for Defendants ROCK & DOUGH PIZZA CO, LLC and ALI ANTONIO AHMADIAN</i>
Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Suite 801 Oakland, CA 94612	<i>Labor and Workforce Development Agency ("LWDA") filed/ served online at: https://www.dir.ca.gov/Private-Attorneys- General-Act/Private-Attorneys-General- Act.html</i>