

STIPULATION TO SETTLEMENT

This Stipulation of Resolution is made by and between the Plaintiff, Ana Diaz ("Plaintiff"), on her own behalf and on behalf of all members of the PAGA Group, as defined below, on the one hand, and Las Brisas Restaurant Inc., ("Defendant") on the other hand (collectively the "Parties"). On or around October 13, 2020, Plaintiff, on behalf of herself and all other Aggrieved Employees submitted her Private Attorney's General Act ("PAGA") notice to the Labor and Workforce Development Agency ("LWDA"). On May 13, 2021, Plaintiff filed the instant Representative Action against Las Brisas Restaurant Inc. ("Defendant" OR "Las Brisas Restaurant"), in the County of Los Angeles, Case No.: 21STCV18122, alleging the following violations under PAGA: (1) failure to pay all wages including minimum wages and overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to keep accurate payroll records and provide accurate itemized wage statements; (5) failure to pay wages due upon termination of employment; (6) failure to indemnify for expenditures or losses in discharge of duties (the "Litigation"). This Stipulation of Resolution resolves all claims that were asserted or could have been asserted against Defendant pertaining to the claims in the Litigation.

I. DEFINITIONS

A. Administrative Costs. All administrative costs of settlement, including cost of notice to the Settlement Group, administration, and any fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Stipulation of Settlement.

B. Agreement. The terms "Agreement" or "Settlement Agreement" are used synonymously herein to mean this Stipulation of Resolution for purposes of Resolution.

C. Plaintiff's Counsel. The term "Plaintiff's Counsel" as used herein means: Kevin Mahoney of MAHONEY LAW GROUP, APC, and Berkeh Alemzadeh of WORK LAWYERS PC, who are counsel for and acting on behalf of Plaintiff.

D. PAGA Period. The term "PAGA Period" or "Settlement Period" shall refer to the time period from October 13, 2020, to the date of settlement approval.

1 **E. Court.** The term “Court” as used herein means the Superior Court of the State
2 of California for the County of Los Angeles.

3 **F. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
4 mean the date of the PAGA Settlement Approval Hearing.

5 **G. Defendant.** The term “Defendant” as used herein means: Las Brisas Restaurant,
6 Inc.

7 **H. Litigation.** The term “Litigation” as used herein means, collectively, the claims
8 alleged by Plaintiff in her May 13, 2021, Complaint filed in Los Angeles County Superior Court,
9 Case No.: 21STCV18122.

10 **I. Plaintiff.** The term “Plaintiff” as used herein means Ana Diaz.

11 **J. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
12 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,
13 Enhancement to Plaintiff, Administrative Costs, and the seventy-five percent (75%) of penalties
14 payable to the LWDA (“LWDA Payment”) pursuant to California’s Private Attorney General
15 Act (“PAGA”), and as provided in Sections XI, X, VI, and VIII(C) respectively.

16 **K. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
17 payments made to the Settlement Group as part of the Resolution.

18 **L. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-
19 five percent (75%) of the remainder of the Settlement Amount after the deduction of any award
20 of attorneys’ fees and Litigation costs, Enhancement to Plaintiff, and Administrative Costs. This
21 amount shall be calculated as follows: Settlement Amount minus (Court approved amounts for
22 attorneys’ fees, Litigation costs, and Administrative Costs) times seventy five percent (75%).

23 **M. Resolution.** The term “Resolution” as used herein means this Agreement to
24 resolve the Litigation.

25 **N. Settlement Administrator.** The term “Settlement Administrator” as used herein
26 means Phoenix Settlement Administrators, which will be responsible for the administration of
27 the Settlement Payment, as defined below, and all related matters.

28 **O. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are

1 used synonymously herein to means this Stipulation of Resolution.

2 **P. Settlement Amount.** The terms “Settlement Amount” and “Gross Settlement
3 Fund” as used herein mean a fund in the sum of thirty thousand dollars (\$30,000.00) which shall
4 be paid by Defendant, and from which all Net Settlement Payments, Court approved attorneys’
5 fees and Litigation costs pursuant to Section X, Administrative Costs pursuant to Section VI,
6 enhancement to Plaintiff pursuant to Section XI, and distribution to the LWDA pursuant to
7 Section VIII(c) shall be paid, except as provided herein. The Settlement Amount shall be all-in
8 with no reversion to Defendants. Defendants shall not be obligated to pay more than the Gross
9 PAGA Settlement Amount unless the size of the Aggrieved Employees increases by more than
10 twenty (20%) percent, i.e., 4 Aggrieved Employees. Should the size of the Aggrieved
11 Employees increase by more than twenty (20%), the Settlement Amount shall also increase
12 proportionately.

13 **Q. PAGA Group.** The PAGA Group is defined as: All persons within the State of
14 California who are or were employed by Defendant in the State of California as non-exempt
15 hourly employees, and all piece rate employees, at any time within the PAGA Period.

16 **II. BACKGROUND**

17 A. On October 13, 2020, Plaintiff sent a letter to the Labor and Workforce
18 Development Agency (“LWDA”) alleging that Las Brisas Inc. had violated Labor Codes §§201,
19 202, 203, 204, 206, 210, 226, 226. 3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2,
20 1197, 11971.1, 1198, and 2802, and Wage Order 5. In the Litigation, the Plaintiff alleges on
21 behalf of herself, and all others similarly situated a PAGA claim for penalties pursuant to Labor
22 Code § 2699(f), as a result of Defendant’s California wage and hour policies and practices.
23 Specifically, Plaintiff alleges in her complaint, that Defendant failed to provide meal breaks and
24 failed to authorize and permit legally compliant rest breaks each day. Plaintiff further alleges
25 that minimum and overtime wages were not properly paid and business expenses were not
26 properly reimbursed. Moreover, Plaintiff alleges that the aforementioned conduct resulted in
27 the employees receiving inaccurate wage statements and the underpayment of wages to
28 employees upon termination and/or resignation. Thereafter, on May 13, 2021, Plaintiff filed her

1 PAGA Complaint.

2 Following Plaintiff's submission of her letter to the LWDA, and the filing of her
3 complaint, the Parties engaged in formal discovery, including: information and documentation
4 concerning the claims set forth in the Litigation, such as Defendant's employee handbooks and
5 policies and procedures regarding the payment of wages, meal and rest breaks, and time keeping;
6 information regarding the number of putative PAGA Group members and the number of current
7 versus former employees; and the total workweeks and pay periods worked by the PAGA
8 Group. After several meet and confer efforts, counsel for the Parties met and conferred with
9 respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
10 agreed to the exchange of informal discovery, and settlement negotiations.

11 B. On or around March 7, 2022, the Parties agreed to attend mediation/and or enter
12 into settlement discussions. Plaintiff and Plaintiff's Counsel thereafter engaged in good faith,
13 arms-length negotiations. On or around April 10, 2022, the Parties reached a resolution of this
14 matter, subject to the Approval of the Court, and finalization of a formal Stipulation for
15 Resolution. The Parties have now entered into a more detailed, formalized Settlement
16 Agreement for submission to the Court for Approval.

17 C. Plaintiff's Counsel has conducted an investigation of the law and facts relating
18 to the claims asserted in the Litigation and has concluded, taking into account the sharply
19 contested issues involved, the expense and time necessary to pursue the Litigation through trial
20 and any appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse
21 outcome, the uncertainties of complex litigation, and the substantial benefits to be received by
22 the Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a settlement
23 with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in
24 the best interests of the PAGA Group. Plaintiff, on her own behalf and as a representative
25 pursuant to PAGA, has agreed to settle the Litigation with Defendant on the terms set forth
26 herein.

27 D. Defendant has concluded that, because of the substantial expense of defending
28 against the Litigation, the length of time necessary to resolve the issues presented herein, the

1 inconvenience involved, and the concomitant disruption to their business operations, it is in its
2 best interests to accept the terms of this Agreement. Defendant denies each of the allegations
3 and claims asserted against it in the Litigation. However, Defendant nevertheless desires to
4 settle the Litigation for the purpose of avoiding the burden, expense and uncertainty of
5 continuing litigation and for the purpose of putting to rest the controversies engendered by the
6 Litigation.

7 E. This Agreement is intended to and does effectuate the full, final and complete
8 resolution of all allegations and claims that were asserted, or could have been asserted, in the
9 Litigation by Plaintiff.

10 **III. JURISDICTION**

11 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
12 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
13 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
14 Approval of the resolution, pursuant to California Code of Civil Procedure Section 664.6 the
15 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
16 and enforcing this Resolution consistent with the terms set forth herein, and the Parties and their
17 counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and
18 enforcing this Agreement and all orders and judgments entered in connection therewith.

19 **IV. STATEMENT OF NO ADMISSION**

20 A. Defendant denies liability to Plaintiff and to the PAGA Group upon any claim or
21 cause of action. This Agreement does not constitute, and is not intended to constitute, an
22 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
23 made against it in the Litigation.

24 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor
25 any statements, discussions or communications, nor any materials prepared, exchanged, issued
26 or used during the course of the negotiations leading to this Agreement or the Resolution, is
27 intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be
28 used or be admissible in any way in this case or any other judicial, arbitral, administrative,

1 investigative or other forum or proceeding as evidence of any violation of any federal, state, or
2 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
3 or in equity. The Parties themselves agree not to introduce, use, or admit this Agreement,
4 directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or
5 other forum or proceeding, as purported evidence of any violation of any federal, state, or local
6 law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
7 equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used
8 in any proceeding before the Court that has as its purpose the interpretation, implementation, or
9 enforcement of this Agreement or any orders or judgments of the Court entered in connection
10 with the Resolution.

11 C. None of the documents produced or created by Plaintiff or the PAGA Group in
12 connection with this settlement constitute, and they are not intended to constitute, an admission
13 by Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation,
14 rule or executive order, or any obligation or duty at law or in equity.

15 D. Nothing in this Agreement will be construed as an admission or
16 acknowledgement of any kind that any group should or would be given collective treatment in
17 the Litigation or in any other action or proceeding. Further, neither this Agreement nor the
18 Court's actions with regard to this Agreement will be admissible in any court or other tribunal
19 regarding the propriety of collective treatment. In the event that this Agreement is not approved
20 by the Judge or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff
21 will not be deemed to have waived, limited or affected in any way any claims, rights or remedies
22 in the Litigation, and Defendant will not be deemed to have waived, limited, or affected in any
23 way any of their objections or defenses in the Litigation.

24 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

25 **A. Release as to All PAGA Group Members**

26 Upon Approval by the Court of this Settlement, Plaintiff and each member of the PAGA
27 Group, will release any and all claims and causes of action, known or unknown, contingent or
28 accrued, against Defendant, Defendant's parents, subsidiaries, their insurers, attorneys and all

agents thereof, arising out of the facts and claims asserted in the Litigation for civil penalties under the Private Attorney General Act of 2004 Cal. Lab. Code § 2698 based upon the facts alleged: failure to provide meal and rest breaks; unpaid wages, including minimum wages, regular wages, overtime and double time wages; any and all theories for or related to “off the clock” work; wage statement violations; reimbursement of necessary business expenditures, and separation pay violations. This release extends only to the penalties available through PAGA and does not release individual claims.

VI. SETTLEMENT ADMINISTRATOR

Plaintiff and Defendant, through their respective counsel, have selected Phoenix Settlement Administrators as the Settlement Administrator to administer the Resolution, which includes but is not limited to distributing and responding to inquiries about the Notice of Resolution and calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the Settlement Administrator, estimated to be four thousand dollars (\$4,000.00), will be paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated four thousand dollars (\$4,000.00) will come from the Settlement Amount. If the actual Settlement Administrator fees are less than the Parties’ estimation, the difference between the actual and estimated Settlement Administrator fees will be included in the Net Settlement Amount.

VII. NOTICE

Plaintiff and Defendant, through their respective attorneys, have jointly prepared a Notice of Resolution (the “Notice”), in the form attached hereto as Exhibit “A” which in substance will be provided to the members of the PAGA Group as follows:

As soon as practicable following Approval of the Resolution, but no later than thirty (30) calendar days after the Court’s Approval, Defendant will provide to the Settlement Administrator the following information about each PAGA Group member: (1) name; (2) last known home address; (3) number of pay periods as a PAGA Group member during the PAGA period; and (4) social security number (“PAGA List”).

The Settlement Administrator shall run all the addresses provided through the United

1 States Postal Service NCOA database (which provides updated addresses for any individual who
2 has moved in the previous four years who has notified the U.S. Postal Service of a forwarding
3 address) to obtain current address information. Within thirty (30) calendar days after the
4 Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail
5 the Notice of Resolution together with a settlement payment to all PAGA Group members by
6 first-class United States mail, postage prepaid, with directions to the Postmaster to forward the
7 Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of
8 PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement
9 Administrator shall promptly attempt to locate the Aggrieved Employee by performing an
10 additional skip trace and shall re-mail the Notice and settlement check no later than ten (10)
11 days following receipt of the undeliverable Notice. The Notice will be provided in both English
12 and Spanish.

13 **VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

14 **A. Distribution Formula**

15 Members of the PAGA Group will receive a lump sum payment as good and valuable
16 consideration for the waiver and release of claims set forth in Section V(A), above, in an amount
17 determined by the Settlement Administrator in accordance with the provisions of this
18 Agreement.

19 The lump sum payment to each member of the PAGA Group will be determined by
20 dividing the Net Settlement Amount by the total number of pay periods worked by all members
21 of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then
22 multiplying the Pay Period Amount by the number of pay periods worked by the individual
23 PAGA member.

24 **B. Funding of Resolution**

25 The funding of the Settlement Amount will be completed at one time with funds
26 provided to and escrowed by the Settlement Administrator. The funds used for the Settlement
27 Amount shall be paid to the Claims Administrator by Defendant within thirty (30) calendar days
28 of its receipt of a notice of entry of the Court's Approval order.

1 If a PAGA Group member is deceased at the time of distribution, the Settlement
2 Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to
3 the deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s),
4 the Settlement Administrator shall notify the executor of the deceased PAGA Group member's
5 estate and attempt to place the deceased PAGA Group member's payment in escrow or similar
6 disposition such that any competing heirs may take whatever action they wish to resolve ultimate
7 disposition of such money and the Settlement Administrator and the Parties hereto may disclaim
8 any further interest in or obligation in relation to such money.

9 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip
11 trace search and, if another address is identified, shall mail the check to the newly identified
12 address. If the Settlement Administrator is unable to obtain a valid mailing address through this
13 process, the monies represented by the check shall be turned over according to the below
14 procedures.

15 Settlement checks will specifically indicate that they are void if not negotiated within
16 one hundred eighty (180) days of their issuance. Any settlement checks that remain uncashed
17 one hundred eighty (180) or more calendar days after issuance by the Settlement Administrator
18 shall be voided. The Settlement Administrator will remit the entire amount of each PAGA Group
19 member's uncashed Net Settlement Payment to the Department of Industrial Relations Unpaid
20 Wage Fund (Cal. Lab. Code §§ 96.6. and 96.7) in the name of the PAGA Group member to
21 whom the uncashed Net Settlement Payment check was addressed.

22 **C. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment**

23 The Settlement Administrator shall cause the Court approved attorney's fees and
24 Litigation costs and LWDA Payment to be paid at the same time and manner as the Settlement
25 Payments to the PAGA Group.

26 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

27 The amounts paid under this Agreement do not represent a modification of any
28 previously credited hours of service under any employee benefit plan, policy or bonus program

1 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
2 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
3 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of
4 this Resolution shall not be applied retroactively, currently or on a going forward basis as salary,
5 earnings, wages, or any other form of compensation for the purposes of Defendant's benefit
6 plan, policy or bonus program. Defendant retains the right to modify the language of its benefit
7 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
8 pursuant to this Resolution are not for "hours worked," "hours paid," "hours of service," or any
9 similar measuring term as defined by applicable plans, policies and bonus programs for purpose
10 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
11 benefits are not required by this Resolution.

12 **X. PLAINTIFF'S COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

13 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
14 Counsel shall not seek or receive an amount in excess of ten thousand dollars (\$10,000.00)
15 which represents one third (1/3) of the Settlement Amount for all past and future attorneys' fees
16 necessary to prosecute, settle and administer the Litigation and this Resolution. Additionally,
17 Defendant shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's Counsel
18 shall not seek or receive an amount in excess of, ten thousand dollars (\$10, 000.00), which
19 represents all past and future Litigation costs and expenses necessary to prosecute, settle and
20 administer the Litigation and this Resolution. Any attorneys' fees or Litigation costs awarded
21 to Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the
22 purpose of determining the Net Settlement Amount. This amount shall include all attorneys'
23 fees, Litigation costs and expenses for which Plaintiff and Plaintiff's Counsel could claim under
24 any legal theory whatsoever. Should the Court approve a lesser percentage or amount of fees
25 and/or Litigation costs than the amount that Plaintiff's Counsel ultimately seeks, then the
26 unapproved portion or portions shall revert to the Net Settlement Amount.

27 **XI. ENHANCEMENT TO PLAINTIFF**

28 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or

1 receive an amount in excess of two thousand five hundred dollars (\$2, 500.00) for her
2 participation in and assistance with the Litigation. Any enhancement awarded to Plaintiff by the
3 Court shall be deducted from the Settlement Amount for the purpose of determining the Net
4 Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves an
5 enhancement of less than two thousand five hundred dollars (\$2, 500.00) to Plaintiff, then the
6 unapproved portion or portions shall revert into the Net Settlement Amount.

7 **XII. TAXATION AND ALLOCATION**

8 For withholding tax characterization purposes and payment of taxes, the Net Settlement
9 Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement
10 Allocation"): one hundred percent (100%) as penalties.

11 All PAGA Group members who cash their settlement check may receive an IRS Form
12 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in
13 compliance with IRS guidelines).

14 **XIII. COURT APPROVAL**

15 This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiff
16 and Defendant agree to take all steps as may be reasonably necessary to secure Approval of the
17 Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take
18 any action adverse to each other in obtaining Court Approval of the Resolution in all respects.

19 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
20 **ADMINISTRATOR.**

21 The Settlement Administrator shall keep Plaintiff's Counsel and Defendants' Counsel
22 apprised of all distributions from the Settlement Amount. Upon completion of administration
23 of the Settlement, the Settlement Administrator shall provide written certification of such
24 completion to Plaintiff's Counsel and Defendant's Counsel. The Settlement Administrator shall
25 also provide Defendant with a final accounting, including the names of payees and Net
26 Settlement Payments.

27 **XV. MISCELLANEOUS PROVISIONS**

28 **A. Stay of Litigation**

1 Plaintiff and Defendant agree to the stay of all discovery in the Litigation, pending
2 Approval of the Resolution by the Court.

3 **B. Interpretation of the Agreement**

4 This Agreement constitutes the entire agreement between Plaintiff and Defendant.
5 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
6 other written or oral representations or terms, and no such extrinsic oral or written
7 representations or terms shall modify, vary or contradict its terms. In entering into this
8 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
9 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
10 enforced under the laws of the State of California, both in its procedural and substantive aspects,
11 without regard to its conflict of law provisions. Any claim arising out of or relating to the
12 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
13 Court of the State of California for the County of San Bernardino, and Plaintiff and Defendant
14 hereby consent to the personal jurisdiction of the Judge over them solely in connection
15 therewith. The foregoing is only limited to disputes concerning this Agreement and in no way
16 limits or negates the enforceability and effect of the underlying arbitration agreements signed
17 by employees of Defendant, specifically including but not limited to Plaintiff, obligating them
18 to arbitrate any and all claims on an individual (and not on a class, collective, or representative)
19 basis. Plaintiff, on his own behalf and on behalf of the PAGA Group, and Defendant participated
20 in the negotiation and drafting of this Agreement and had available to them the advice and
21 assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any
22 ambiguity in this Agreement should be construed against the other.

23 The terms and conditions of this Agreement constitute the exclusive and final
24 understanding and expression of all agreements between Plaintiff and Defendant with respect to
25 the Resolution of the Litigation. The Agreement may be modified only by a writing signed by
26 counsel for all Parties or their successors-in-interest.

27 **C. Further Cooperation**

28 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare

1 and execute all documents, to seek Approval from the Court, and to do all things reasonably
2 necessary or convenient to consummate the Agreement as expeditiously as possible.

3 **D. Confidentiality of Documents**

4 Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain the
5 confidentiality of all documents, deposition transcripts, declarations and other information
6 obtained in the lawsuit, unless necessary for appeal or such documents are ordered to be
7 disclosed by the Judge or by a subpoena.

8 **E. Counterparts**

9 The Agreement may be executed in one or more actual or non-original counterparts, all
10 of which will be considered one and the same instrument and all of which will be considered
11 duplicate originals.

12 **F. Authority**

13 Each individual signing below warrants that he or she has the authority to execute this
14 Agreement on behalf of the party for whom or which that individual signs.

15 **G. No Third-Party Beneficiaries**

16 Plaintiff, members of the PAGA Group, Defendant and Released Entities are direct
17 beneficiaries of this Agreement, but there are no third-party beneficiaries.

18 **H. Force Majeure**

19 The failure of any party to perform any of its obligations hereunder shall not subject such
20 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
21 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
22 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
23 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
24 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar
25 or different circumstances or causes beyond the reasonable control of such party.

26 **I. Deadlines Falling on Weekends or Holidays**

27 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
28 or legal holiday, that deadline shall be continued until the following business day.

1 **J. Severability**

2 In the event that any one or more of the provisions contained in this Agreement shall for
3 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
4 unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's
5 Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as
6 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

7 **K. Defendant's Fees and Costs**

8 All of Defendant's own legal fees, costs and expenses incurred in this Action shall be
9 borne by Defendant.

10
11 APPROVED AS TO CONTENT

12
13 DATE: June_, 2022
14 6/22/2022

DocuSigned by:

Ana Diaz
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ANA DIAZ

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18 DATE: June 21, 2022

DocuSigned by:

Erika Zaragoza
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19 By: ERIKA ZARAGOZA, President

20 For: LAS BRISAS RESTAURANT, INC.
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PROOF OF SERVICE