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(Additional attorneys for parties on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

(UNLIMITED JURISDICTION)

AMELIA VEGA, an individual,

Plaintiff,

vs.

EL MEXICANO MARKET, INCORPORATED,
a California corporation; and DOES 1 through 20,
inclusive,

Defendant(s).

Case No. 21STCV09847

**PAGA ACTION JOINT SETTLEMENT
AGREEMENT**

Action filed: March 12, 2021
Dept: 20, The Honorable Kevin C.
Brazile

1 **ATTORNEYS FOR DEFENDANT(S)**

2 ROXANA E. VERANO (SBN 186837)
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5 15760 Ventura Blvd., Ste 1200
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9 Attorneys for Defendant EL MEXICANO MARKET, INCORPORATED

1 This Private Attorney General Act (“PAGA”) Settlement Agreement (“Agreement”) is
2 made by and between plaintiff AMELIA VEGA (“Plaintiff”) and defendant El MEXICANO
3 MARKET, INCOPORATED (“Defendant”). The Agreement refers to Plaintiff and Defendant
4 collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
7 against Defendant captioned *Amelia Vega v. El Mexicano Market, Incorporated*, initiated on
8 March 12, 2021, and pending in Superior Court of the State of California, County of Los Angeles.

9 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
10 Parties have agreed to appoint to administer the Settlement.

11 1.3. “Administration Expenses Payment” means the amount the Administrator will be
12 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
13 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
14 with approval of this Settlement.

15 1.4. “Aggrieved Employee” means a person employed by Defendant in California and
16 classified as an hourly, non-exempt employee who worked for Defendant during the PAGA
17 Period.

18 1.5. “Aggrieved Employee Data” means Aggrieved Employees identifying information
19 in Defendant’s possession including the Aggrieved Employees’ name, last-known mailing
20 address, Social Security number, and number of PAGA Pay Periods.

21 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
22 search for current Aggrieved Employees’ mailing addresses using all reasonably available sources,
23 methods and means including, but not limited to, the National Change of Address database, skip
24 traces, and direct contact by the Administrator with Aggrieved Employees.

25 1.7. “Court” means the Superior Court of California, County of Los Angeles.

26 1.8. “Defense Counsel” means Landegger Verano & Davis, ALC.

1.9. "Effective Date" means the date by when the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10. "Gross Settlement Amount" means \$ \$65,000.00 which is the total amount Defendant 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 Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon its Order Approving the PAGA Settlement.

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 Law Offices of Ramin R. Younessi, 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

1 worked for Defendant for at least one day during the PAGA Period.

2 1.19. "PAGA Period" means the period from December 30, 2019, to November 30,
3 2022.

4 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

5 1.21. "PAGA Notice" means Plaintiff's December 30, 2020 letter to Defendant and the
6 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

7 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid
8 from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$16,250.00)
9 and 75% to LWDA (\$48,750.00), in settlement of PAGA claims.

10 1.23. "Plaintiff" means Amelia Vega, the named plaintiff in the Action.

11 1.24. "Approval Order" means the proposed Court Order Granting Approval of
12 PAGA Settlement.

13 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and
14 PAGA Counsel and as described in Paragraph 5 below.

15 1.26. "Released Parties" means: Defendant El Mexicano Market, Incorporated and
16 each of its agents, attorneys, insurers, former, future and present divisions, affiliates, DBAs,
17 predecessors, successors, directors, managers, employees, trustees, representatives,
18 administrators, fiduciaries, executors, partners, officers, shareholders, owners, predecessors,
19 successors, assigns, subsidiaries, affiliates, and/or any and all persons and/or corporate entities
20 acting by, through and in concert with any of them.

21 1.27. "Settlement" means the disposition of the Action effected by this Agreement
22 and the Judgment.

23 1.28. "Defendant" means named defendant El Mexicano Market, Incorporated.

24 1.29 "Individual Settlement Amount" means monetary compensation allocated to
25 Plaintiff for her individual claims, in addition to the Gross Settlement Amount. The Parties
26 have, contemporaneously with this Agreement, executed a separate Plaintiff's Confidential
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1 Settlement Agreement and General Release (“Plaintiff’s General Release Agreement”) which
2 resolves, inter alia, Plaintiff’s individual claims, and includes a waiver by Plaintiff of the
3 provisions of California Civil Code Section 1542. Any consideration provided for by
4 Plaintiff’s General Release Agreement will be paid separate from, and in addition to, the Gross
5 Settlement Amount. The terms of Plaintiff’s General Release Agreement do not become
6 effective or enforceable unless and until the Court approves this PAGA Settlement Agreement
7 and Release.
8

9 **2. RECITALS.**

10 2.1. On March 12, 2021, Plaintiff commenced this Action by filing a Complaint
11 alleging causes of action against Defendant for Failure to pay wages; Failure to pay minimum
12 wages; Failure to provide rest and meal periods or pay premium pay; Failure to pay timely
13 wages including at time of separation of employment; Failure to provide itemized wage and
14 hour statements; Penalties pursuant to the Private Attorney General Act and Unfair
15 Competition. The Complaint is the operative complaint in the Action (the “Operative
16 Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure
17 to comply with the laws identified in the Operative Complaint and denies any and all liability
18 for the causes of action alleged.

19 2.2. Pursuant to Labor Code section 2699.3, subd.(a), on December 30, 2020,
20 Plaintiff gave timely written notice to Defendant and the LWDA by sending a PAGA Notice
21 alleging that Defendant had failed to pay wages, failed to pay minimum wage, failed to
22 provide rest and meal periods or pay premium pay, failed to pay timely wages including at
23 time of separation of employment, and failed to provide itemized wage statements.

24 2.3. On November 30, 2022, the Parties participated in an all-day mediation presided
25 over by Mark Lemke which led to this Agreement to settle the Action.
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1 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
2 comparable employees, the number of payroll periods, average rates of pay, sample time and
3 payroll records, written policies, and related information.

4 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not
5 aware of any other pending matter or action asserting claims that will be extinguished or
6 affected by the Settlement.

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8 **3. MONETARY TERMS.**

9 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
10 Defendant promises to pay \$65,000.00 and no more as the Gross Settlement Amount.
11 Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
12 Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement
13 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition
14 of payment. None of the Gross Settlement Amount will revert to Defendant.

15 3.2. Payments from the Gross Settlement Amount. The Administrator will make
16 and deduct the following payments from the Gross Settlement Amount, in the amounts
17 specified by the Court in the Final Approval:

18 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 45% of
19 the Gross Settlement Amount which is currently estimated to be \$29,250.00 and PAGA
20 Counsel Litigation Expenses Payment of not more than \$2,000.00. Defendant will not oppose
21 requests for Court approval of these payments provided that they do not exceed these amounts.
22 Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees
23 Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel
24 Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts
25 requested, the Administrator will allocate the remainder to the Net Settlement Amount.
26 Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
27 arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA
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1 Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees
2 Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
3 Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees
4 Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless,
5 and indemnifies Defendant, from any dispute or controversy regarding any division or sharing
6 of any of these Payments.

7 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed
8 \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the
9 Administration Expenses are less or the Court approves payment less than \$5,000.00, the
10 Administrator will retain the remainder in the Net Settlement Amount.

11 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
12 \$65,000.00 to be paid from the Gross Settlement Amount, with 75% (\$21,562.50) allocated to
13 the LWDA PAGA Payment and 25% (\$7,187.50) allocated to the Individual PAGA Payments.

14 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a)
15 dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$7,162.50)
16 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the
17 PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
19 their Individual PAGA Payment.

20 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the
21 Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will
22 report the Individual PAGA Payments on IRS 1099 Forms.

23 24 **4. SETTLEMENT FUNDING AND PAYMENTS.**

25 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date,
26 Defendant estimates there are 71 Aggrieved Employees who worked a total 6,216 of PAGA
27 Pay Periods.

1 4.2. Aggrieved Employee Data. Within 15 days, Defendant will simultaneously
2 deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
3 spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must
4 maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
5 only for purposes of this Settlement and for no other purpose, and restrict access to the
6 Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
7 Employee Data to effect and perform under this Agreement. Defendant has a continuing
8 duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data
9 omitted employee identifying information and to provide corrected or updated Aggrieved
10 Employee Data as soon as reasonably feasible. Without any extension of the deadline by
11 which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties
12 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
13 otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

14 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
15 Settlement Amount by electronically transmitting the funds to the Administrator no later
16 than 45 calendar days after the Effective Date. If Defendant fails to timely make the
17 payment as set forth in this Agreement, Defendant shall have seven (7) calendar days to
18 cure the untimely payment. Defendant's payment obligations with respect to the Gross
19 Settlement Amount are satisfied upon initiating the electronic transfer of the Gross
20 Settlement Amount pursuant to the Administrator's electronic transfer instructions,
21 provided, however, that any unsuccessful electronic transfer of funds be of no fault of
22 Defendant. In the event of an unsuccessful electronic transfer of funds, the Parties agree to
23 cooperate in good faith to resolve the issues.

24 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant
25 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
26 PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the
27 PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

1 Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses
2 Payment shall not precede disbursement of Individual PAGA Payments.

3 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
4 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face
5 of each check shall prominently state the date (not less than 180 days after the date of
6 mailing) when the check will be voided. The Administrator will cancel all checks not cashed
7 by the void date. Before mailing any checks, the Settlement Administrator must update the
8 recipients' mailing addresses using the National Change of Address Database.

9 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for
10 all Aggrieved Employees whose checks are returned undelivered without USPS forwarding
11 address. Within 7 days of receiving a returned check the Administrator must re-mail checks
12 to the USPS forwarding address provided or to an address ascertained through the
13 Aggrieved Employee Address Search. The Administrator need not take further steps to
14 deliver checks to Aggrieved Employees whose re-mailed checks are returned as
15 undelivered. The Administrator shall promptly send a replacement check to any Aggrieved
16 Employee whose original check was lost or misplaced, requested by the Aggrieved
17 Employee prior to the void date.

18 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
19 uncashed and cancelled after the void date, the Administrator shall transmit the funds
20 represented by such checks to the California Controller's Unclaimed Property Fund in the
21 name of the Aggrieved Employee. Defendant shall fully discharge its obligations under the
22 Settlement to those Aggrieved Employees to whom it will pay a PAGA Settlement share
23 through the Settlement Administrator's mailing of a PAGA Settlement check, regardless of
24 whether such checks are actually received and/or negotiated by Aggrieved Employees.

25 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to
26 confer any additional benefits or make any additional payments to the Aggrieved Employees
27 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
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2 **5. RELEASES OF CLAIMS.**

3 Effective on the date when Defendant fully funds the entire Gross Settlement Amount,
4 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5 5.1 Plaintiff's Release. Plaintiff and her respective former and present
6 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
7 successors, and assigns generally, release and discharge Released Parties from all claims,
8 transactions, or occurrences that occurred during the PAGA Period, including, but not limited
9 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
10 contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's
11 Release does not extend to any claims or actions to enforce this Agreement, or to any claims
12 for vested benefits, unemployment benefits, disability benefits, social security benefits,
13 workers' compensation benefits that arose at any time, or based on occurrences outside the
14 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from,
15 or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees,
16 nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
17 notwithstanding such different or additional facts or Plaintiff's discovery of them.

18 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
19 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions,
20 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

25 5.2 Release by Aggrieved Employees:

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

1 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
2 Operative Complaint and the PAGA Notice. The foregoing release shall be binding on
3 Aggrieved Employees and the State of California and shall bar by res judicata any claim
4 under the PAGA brought by any person, including the Aggrieved Employees, on behalf of
5 the State of California, as to any claims predicated on the Released PAGA Claims.

6 5.3 Release by PAGA Counsel:

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

11
12 **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

13 The Parties agree to jointly prepare and file an application or motion for approval of
14 this Settlement.

15 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to
16 Defense Counsel all documents necessary for obtaining approval of this Settlement under
17 Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting
18 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its
19 "not to exceed" bid for administering the Settlement and attesting to its willingness to serve;
20 competency; operative procedures for protecting the security of Aggrieved Employee Data;
21 amounts of insurance coverage for any data breach, defalcation of funds or other
22 misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved
23 Employees or the LWDA; and the nature and extent of any financial relationship with
24 Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel
25 firm attesting to its timely transmission to the LWDA of all necessary PAGA documents
26 (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
27 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd.

1 (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to
2 the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual
3 or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their
4 Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending
5 matter or action asserting claims that will be extinguished or adversely affected by the
6 Settlement.

7 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are
8 jointly responsible for expeditiously finalizing and filing the application or motion for
9 approval of this Settlement no later than 30 days after the full execution of this Agreement
10 and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to
11 advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's
12 Preliminary Approval to the Administrator.

13 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the
14 proposed application or motion for approval of this Settlement and/or the supporting
15 declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work
16 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
17 resolve the disagreement. If the Court does not grant the motion for approval of this
18 Settlement or conditions its approval on any material change to this Agreement, PAGA
19 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
20 meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise
21 satisfy the Court's concerns.

22 23 7. SETTLEMENT ADMINISTRATION.

24 7.1 Selection of Administrator. The Parties have jointly selected Phoenix
25 Settlement Administrators to serve as the Administrator and verified that, as a condition of
26 appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
27 specified in this Agreement in exchange for payment of Administration Expenses. The Parties
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1 and their Counsel represent that they have no interest or relationship, financial or otherwise,
2 with the Administrator other than a professional relationship arising out of prior experiences
3 administering settlements.

4 7.2 Employer Identification Number. The Administrator shall have and use its own
5 Employer Identification Number for purposes of calculating payroll tax withholdings and
6 providing reports state and federal tax authorities.

7 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
8 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
9 Regulation section 468B-1.

10 7.4 Administrator Duties. The Administrator has a duty to perform or observe all
11 tasks to be performed or observed by the Administrator contained in this Agreement or
12 otherwise.

13
14 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.**

15 Based on its records, Defendant estimates that, as of the date of this Settlement
16 Agreement, there are 71 Aggrieved Employees who worked 6,216 total Pay Periods during
17 the PAGA Period. In the event that the total number of pay periods in the PAGA Period is
18 determined to be more than 10% higher than 6, 216 (i.e., more than 6,837), the Gross
19 Settlement Amount, inclusive of all PAGA related payments, will increase pro rata based
20 on the number of pay periods over 6,837.

21
22 **9. CONTINUING JURISDICTION OF THE COURT.**

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

1 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with
2 the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees
3 Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective
4 counsel waive all rights to appeal from the Judgment, including all rights to post-judgment
5 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
6 extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the
7 right to oppose such motions, writs or appeals. If another party appeals the Judgment, the
8 Parties' obligations to perform under this Agreement will be suspended until such time as the
9 appeal is finally resolved and the Judgment becomes final, except as to matters that do not
10 affect the amount of the Net Settlement Amount.

11
12 **10. ADDITIONAL PROVISIONS.**

13 10.1 No Admission of Liability or Representative Manageability for Other Purposes.

14 This Agreement represents a compromise and settlement of highly disputed claims. Nothing
15 in this Agreement is intended or should be construed as an admission by Defendant that any
16 of the allegations in the Operative Complaint or the PAGA Letter have merit or that
17 Defendant has any liability for any claims asserted; nor should it be intended or construed as
18 an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties
19 agree that representative treatment is for purposes of this Settlement only. If, for any reason
20 the Court does not approve this Settlement, Defendant reserves all available defenses to the
21 claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The
22 Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing
23 on, and will not be admissible in connection with, any litigation (except for proceedings to
24 enforce or effectuate the Settlement and this Agreement).

25 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
26 Agreement together with its attached exhibits shall constitute the entire agreement
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1 between the Parties relating to the Settlement, superseding any and all oral
2 representations, warranties, covenants, or inducements made to or by any Party.

3 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
4 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
5 appropriate action required or permitted to be taken by such Parties pursuant to this
6 Agreement to effectuate its terms, and to execute any other documents reasonably required to
7 effectuate the terms of this Agreement including any amendments to this Agreement.

8 10.4 Cooperation. The Parties and their counsel will cooperate with each other and
9 use their best efforts, in good faith, to implement and finalize the Settlement by, among
10 other things, modifying the Settlement Agreement, submitting supplemental evidence and
11 supplementing points and authorities as requested by the Court. In the event the Parties are
12 unable to agree upon the form or content of any document necessary to implement the
13 Settlement, or on any modification of the Agreement that may become necessary to
14 implement the Settlement, the Parties will seek the assistance of a mediator, splitting the
15 cost 50/50, and/or the Court for resolution.

16 10.5 No Prior Assignments. The Parties separately represent and warrant that they
17 have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
18 transfer, or encumber to any person or entity and portion of any liability, claim, demand,
19 action, cause of action, or right released and discharged by the Party in this Settlement.

20 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense
21 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
22 Settlement be relied upon as such within the meaning of United States Treasury
23 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

24 10.7 Modification of Agreement. This Agreement, and all parts of it, may be
25 amended, modified, changed, or waived only by an express written instrument signed by
26 all Parties or their representatives, and approved by the Court.

1 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and
2 inure to the benefit of, the successors of each of the Parties.

3 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits
4 will be governed by and interpreted according to the internal laws of the state of California,
5 without regard to conflict of law principles.

6 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and
7 preparation of this Agreement. This Agreement will not be construed against any
8 Party on the basis that the Party was the drafter or participated in the drafting.

9 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
10 entered during Action and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
13 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
14 provided to PAGA Counsel by Defendant in connection with the mediation, other settlement
15 negotiations, or in connection with the Settlement, may be used only with respect to this
16 Settlement, and no other purpose, and may not be used in any way that violates any existing
17 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
18 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
19 electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the
20 Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA
21 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

22 10.13 Headings. The descriptive heading of any section or paragraph of this
23 Agreement is inserted for convenience of reference only and does not constitute a part of this
24 Agreement.

25 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this
26 Agreement shall be to calendar days. In the event any date or deadline set forth in this
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1 Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the
2 first business day thereafter.

3 10.15 Notice. All notices, demands or other communications between the Parties in
4 connection with this Agreement will be in writing and deemed to have been duly given as
5 of the third business day after mailing by United States mail, or the day sent by email or
6 messenger, addressed as follows:

7
8 To Plaintiff:

9 Samantha L. Ortiz, Esq.
10 Law Offices of Ramin Younessi
11 3435 Wilshire Boulevard, Suite 2200
12 Los Angeles, California 90010 or e-mail: sortiz@younessilaw.com

13 To Defendant:

14 Roxana E. Verano, Esq.
15 Landegger Verano & Davs, ALC
16 15760 Ventura Blvd., Suite 1200
17 Encino, California 91436 or e-mail : Roxana@landeggeresq.com

18 10.16 Execution in Counterparts. This Agreement may be executed in one or more
19 counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this
20 Agreement shall be accepted as an original. All executed counterparts and each of them will
21 be deemed to be one and the same instrument if counsel for the Parties will exchange between
22 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
23 prove the existence and contents of this Agreement.

24 10.17 Stay of Litigation. The Parties agree that upon the execution of this
25 Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.
26 The Parties further agree that upon the signing of this Agreement that pursuant to CCP
27 section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the
28 entire period of this settlement process.

1 10.20 Conditional Settlement: The Parties' Settlement, inclusive of the Gross
2 Settlement Amount and Plaintiff's Individual Settlement Amount, are conditioned upon the
3 Court's approval of the PAGA Settlement. If the Court requires additional sums be allocated to
4 the Gross Settlement Amount, such sums will come from the Individual Settlement Amount.
5 Subject to the Escalator Clause in Paragraph 8, under no circumstances shall Defendant be
6 required to pay more than \$135,000.00 in settlement of the PAGA Action and Plaintiff's
7 Individual Claims. Defendant makes no admission of wrongdoing.

8 10.23 Termination of Settlement: If the Court does not approve the PAGA
9 Settlement, if the Court does not enter judgment, as provided for in this Agreement, or if
10 appellate review is sought and, on such review, the Court's decision is materially modified
11 or reversed, or if one or more of the terms of the PAGA Settlement is not approved or is
12 materially modified or reversed or found to be invalid, then either Plaintiff or Defendant
13 shall have the right within 14 calendar days of written notice thereof to elect to terminate
14 the entire Settlement, in which case the Settlement shall have no force or effect, and the
15 Parties shall be deemed to have reverted to their respective status as of the date and time
16 immediately prior to the execution of the Memorandum of Understanding executed by the
17 Parties in December 2022.

18 Dated: July 13, 2023

19 By: Amelia Vega
20 AMELIA VEGA

21 Dated: July ²¹~~13~~, 2023

22 By: [Signature]
23 El Mexicano Market, Incorporated

24 Dated: July ¹⁸~~13~~, 2023

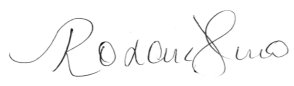
25 LAW OFFICES OF RAMIN R YOUNESSI

26 By: [Signature]
27 Samantha L. Ortiz, Attorneys for
28 Plaintiff, AMELIA VEGA

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LANDEGGER VERANO & DAVIS, ALC

Dated: July 21, 2023

By: 

ROXANA E. VERANO, Attorneys for
Defendant, El Mexicano Market