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MICHAEL J. PETERSON

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Attorneys for Defendants
WILD LIVING FOODS, LLC; RICHARD TORRES; and
LIZBETH SANCHEZ

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

MICHAEL J. PETERSON, an individual;

Plaintiff,

v.

WILD LIVING FOODS, LLC, a California
Limited Liability Company; RICHARD
TORRES, an individual; LIZBETH SANCHEZ,
an individual; and DOES 1 - 100, inclusive;

Defendants.

CASE NO.: 21STCV11190

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

Plaintiff MICHAEL J. PETERSON ("Plaintiff") and Defendants WILD LIVING FOODS, LLC, RICHARD TORRES and LIZBETH SANCHEZ ("Defendants") (collectively, "the Parties"), by and through their respective counsel of record, hereby stipulate as follows:

WHEREAS, on or about January 13, 2021, Plaintiff, by and through Plaintiff's counsel, sent

1 a notice to the California Labor Workforce Development Agency (“LWDA”) and Richard Torres
2 and Lizbeth Sanchez (the “PAGA Notice”) alleging that Defendants engaged in violations of the
3 California Labor Code and California Wage Orders, seeking civil penalties pursuant to the California
4 Labor Code Private Attorneys’ General Act (“PAGA”);

5 **WHEREAS**, on or about March 23, 2021, Plaintiff filed a Complaint in the California
6 Superior Court for the County of Los Angeles entitled Michael J. Peterson v. Wild Living Foods,
7 LLC, et al. (the “Action”) alleging individual employment claims and a PAGA claim asserting that
8 Defendants: (1) Failure to Pay Minimum Wage; (2) Failure to Compensate for All Hours Worked;
9 (3) Failure to Pay Overtime Compensation; (4) Failure to Pay Meal Period Compensation; (5)
10 Failure to Pay Rest Period Compensation; (6) Failure to Furnish Accurate Wage and Hour
11 Statements; (7) Failure to Pay Wages Upon Discharge; (8) Statutory Penalties; (9) Failure to
12 Indemnify and Illegal Deductions from Wages; (10) Violation of CA Labor Code § 1198.5; (11)
13 Violation of CA Labor Code § 226(c), (e)(1), and (f) ; (12) FEHA Discrimination; (13) FEHA –
14 Failure to Accommodate; (14) FEHA – Failure to Engage in the Interactive Process; (15) FEHA –
15 Wrongful Termination; (16) Wrongful Termination in Violation of Public Policy; (17) Violation of
16 the Private Attorneys General Act of 2004; and (18) Unfair Competition;

17 **WHEREAS**, Defendants deny the validity of Plaintiff’s claims in the Action and further
18 deny that the Action is appropriate for representative action treatment for any purpose other than this
19 settlement;

20 **WHEREAS**, a settlement has been reached in the Action in the total gross amount of
21 \$105,000.00 (the “Settlement”);

22 **WHEREAS**, the Parties want to resolve and settle the dispute that has arisen between them,
23 as well as any other claims, asserted or not asserted, that either party may have against the other
24 arising out of facts or events, known or unknown, occurring up to and including the date of
25 execution of this Agreement;

26 This Agreement represents a compromise and settlement for various matters and that the
27 promises and payments and consideration of this Agreement shall not be construed to be an
28 admission of any liability by Released Parties. Plaintiff further agrees that this Agreement cannot be

1 used as evidence, nor can it be referred to or relied upon, in any arbitration, administrative, court, or
2 legal proceeding (other than to seek Court approval of this Agreement, enforce the terms of this
3 Agreement or as required by a valid court order). Defendants disclaim and deny any liability,
4 obligation, or responsibility to Plaintiff whatsoever.

5 In exchange for the releases set forth in this Settlement Agreement, Defendants have agreed
6 to pay collectively a common fund of \$105,000.00 (the “Maximum Settlement Sum”) in full and
7 complete settlement of this matter, as follows:

8 a. The Parties agree that \$62,500.00 of the Maximum Settlement Sum will be allocated
9 to Plaintiff’s individual claims; and \$42,500.00 (the “PAGA Settlement Sum”) to the PAGA claims
10 as follows:

11 i. Payments become due in thirty (30) calendar days after the Court grants approval of
12 this Agreement. The Maximum Settlement Sum will be divided into equal monthly installments
13 between the date of the first settlement payment through September 14, 2024. Payments shall be
14 made to Phoenix Settlement Administrators. All payments shall be reported on an IRS Form 1099.
15 The first \$42,500.00 in payments shall serve to cover the PAGA Settlement Sum. The subsequent
16 \$62,500.00 shall serve to cover Plaintiff’s individual claims.

17 b. Subject to Court approval of this Agreement, Phoenix Settlement Administrators shall
18 the PAGA Settlement Sum to PAGA Collective Members (as defined in Paragraph 6 below), within
19 twenty-one (21) calendar days after the Court grants approval of this Agreement, and after the initial
20 \$42,500.00 is received, subject to the following terms and conditions:

21 i. The Parties agree that of the PAGA Settlement Sum, Five Hundred Dollars and Zero
22 Cents (\$500) will be designated to the named Plaintiff, without deductions, as an enhancement
23 award to Plaintiff in addition to any amount he may be entitled to under the distribution formula as
24 identified in Paragraph 6 for his time, effort, expense, and risks associated with being the named
25 representative, a broader, general waiver of his rights, and participating in the Action as PAGA
26 representative. This payment will be reported as 1099 income. Defendants will not oppose any such
27 application for an enhancement award described herein so long as it is consistent with the amount
28 herein. This amount shall come from, and shall not be in addition to, the PAGA Settlement Sum.

1 Plaintiff acknowledges his responsibility for any and all taxes for these sums pursuant to Paragraph
2 2.e;

3 ii. The Parties agree that a reasonable and mutually agreed upon amount of the PAGA
4 Settlement Sum will be for the payment of settlement administration fees of a third-party
5 administrator, Phoenix Settlement Administrators. The costs of the Administrator shall be paid from,
6 and shall not be in addition to, the PAGA Settlement Sum;

7 iii. The Parties agree that up to one third (1/3) of the PAGA Settlement Sum (i.e.
8 \$14,166.67) will be allocated to the payment of attorneys' fees incurred in the Action. Defendants
9 will not oppose any request for attorneys' fees so long as it does not exceed this threshold. Plaintiff
10 will also be entitled to the actual litigation costs from the PAGA Settlement Sum as approved by the
11 Court in an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00).
12 Phoenix Settlement Administrators shall be paid Three Thousand Nine Hundred Fifty Dollars and
13 Zero Cents (\$3,950.00) for administration of the settlement. These amounts shall come from, and
14 shall not be in addition to, the PAGA Settlement Sum;

15 iv. The Parties agree that Plaintiff and the PAGA Collective Members shall be
16 responsible for any and all tax obligations associated with any payments they receive as part of the
17 PAGA Settlement Sum;

18 v. There shall be a Net Settlement Sum that is distributed to PAGA Collective Members
19 in accordance with the allocations set forth in below. The Net Settlement Sum shall consist of the
20 Settlement Sum less the amounts identified above (attorneys' fees and costs, costs of administration,
21 and representative enhancement award). All PAGA Collective Members will receive a portion of the
22 Net Settlement Sum on a pro rata basis based on the number of workweeks they worked.
23 Specifically, the final settlement payments will be determined by the Administrator by taking the
24 number of workweeks each individual PAGA Collective Member worked during the PAGA Period
25 and dividing that by the total number of workweeks all PAGA Collective Members worked during
26 the PAGA Period and multiplying that fraction by the Net Settlement Sum;

27 vi. The Parties agree that the entire Net Settlement Sum will be allocated to Plaintiff's
28 claims under the Private Attorneys General Act ("PAGA") and will be distributed in accordance

1 with the percentages identified within the Act, (i.e. twenty-five percent (25%) will be distributed to
2 the PAGA Collective and seventy-five percent (75%) will be distributed to the California Labor and
3 Workforce Development Agency (“LWDA”). These amounts shall come from, and shall not be in
4 addition to, the PAGA Settlement Sum; and

5 **WHEREAS**, in exchange for the mutual promises and consideration set forth in this
6 Agreement, the sufficiency of which is hereby acknowledged by the Parties, a release of liability is
7 understood and agreed to as follows:

8 a. “Released Parties” as referenced herein and as released in the Agreement shall
9 collectively mean Defendants and each of Defendants’ respective past, present and future parent
10 companies, subsidiaries, affiliates, principals and any other person, corporation, association or
11 partnership responsible or potentially responsible for any claims made or that could have been made
12 in the Action, and the past, present and future shareholders, directors, officers, agents, employees,
13 attorneys, insurers, predecessors, and successors and assigns of any of the foregoing.

14 b. Plaintiff MICHAEL J. PETERSON, on behalf of himself and his heirs,
15 successors, assigns, attorneys and agents, hereby releases and forever discharges the Released
16 Parties from any and all claims, demands, debts, duties, obligations, promises, liabilities, damages,
17 accounts, payments, liens acts, costs, expenses, sums of money, suits, dues, actions or causes of
18 action, both in law and in equity, whether known or unknown, matured or unmatured, suspected or
19 unsuspected, which they ever had, now have, or may have in the future including, but not limited to,
20 any claims for failure to pay wages, failure to pay straight time wages, failure to pay minimum
21 wages, failure to pay overtime wages, failure to pay meal period wages, failure to pay rest break
22 wages, failure to provide meal periods, failure to provide rest breaks, failure to provide accurate
23 wage statements, failure to pay wages upon separation, failure to reimburse business expenses,
24 violations of the California Private Attorneys General Act, violations of California Labor Code
25 §§202-203, 204, 226, 226.3, 226.7, 210, 512, 558,1174,1174.5, 1197, 2698, et seq., 2699, 2800,
26 2802, 2810.5, California Business and Professions Code §§ 17200, et seq., and all claims for costs,
27 attorney’s fees, civil penalties, statutory penalties, premium pay, and liquidated damages related
28 thereto.

1 c. As a condition of participating in this settlement, all PAGA Collective
2 Members hereby release and forever discharge the Released Parties from any and all claims made, or
3 which could have been made, in the Action for violation of PAGA including, but not limited to,
4 claims based on any alleged failure to pay wages, failure to pay straight time wages, failure to pay
5 minimum wages, failure to pay overtime wages, failure to pay meal period wages, failure to pay rest
6 break wages, failure to provide meal periods, failure to provide rest breaks, failure to provide
7 accurate wage statements, failure to pay wages upon separation, failure to reimburse business
8 expenses, violations of the California Private Attorneys General Act, violations of California Labor
9 Code §§202-203, 204, 226, 226.3, 226.7, 210, 512, 558,1174,1174.5, 1197, 2698, et seq., 2699,
10 2800, 2802, 2810.5, California Business and Professions Code §§ 17200, et seq., and all claims for
11 costs, attorney's fees, civil penalties, statutory penalties, premium pay, and liquidated damages
12 related thereto. (the "Released Claims"). The release shall not extend to any claims outside of the
13 PAGA Period.

14 **WHEREAS**, Plaintiff agrees that all rights under section 1542 of the Civil Code of the State
15 of California are hereby waived as to the individuals or other claims he may have against
16 Defendants. Section 1542 has been explained to Plaintiff by his counsel and provides as follows:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**
18 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
19 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
20 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM**
21 **OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
22 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED**
23 **PARTY.**

24 **WHEREAS**, Plaintiff will prepare and file a stipulation, or motion, if necessary, with the
25 Court requesting Approval of the PAGA settlement within thirty (30) days this Agreement is
26 executed by the Parties. Defendants agree to cooperate with Plaintiff in these efforts so that the
27 motion seeking Approval is filed in a timely manner.

28 **WHEREAS**, the Parties agree that Phoenix Settlement Administrators will serve as the
"Settlement Administrator" for all purposes. In addition, and subject to Court approval, timelines,
and methods related to the administration of this Agreement shall be as follows:

1 a. For purposes of this Agreement, PAGA Collective Members are defined as:
2 “as all non-exempt employees of Defendants (including, but not limited to, non-exempt employees
3 who were improperly classified as independent contractors) in the State of California between July
4 14, 2019, and the date the Court in the Action grants Approval of this settlement.”

5 b. Each PAGA Collective Member will receive a portion of the Net Settlement
6 Sum on a pro rata basis based on a reasonable estimate of the total number of workweeks worked by
7 all PAGA Collective Members during the applicable period. The Administrator shall mail and
8 distribute to all PAGA Collective Members a notice of this settlement, in English, informing them of
9 the basic information regarding its terms. The share of the Net Settlement Sum for each PAGA
10 Collective Member will be determined as follows: 1) A Total Value Per Workweek will be derived
11 by dividing the Net Settlement Sum by the total number of weeks that all PAGA Collective
12 Members worked within the PAGA Period (i.e. any week in which a PAGA Collective Member
13 worked at least one (1) day); and 2) each PAGA Collective Member will have their respective
14 number of workweeks multiplied by the Total Value Per Workweek to derive their respective share
15 of the Net Settlement Sum.

16 c. One Hundred percent (100%) of the payment of the Net Settlement Sum to
17 eligible PAGA Collective Members will consist of 1099 income representing payment for statutory
18 and civil penalties.

19 d. Within seven (7) calendar days after the date that the Court grants Approval of
20 this Agreement, Defendants shall provide a list of all PAGA Collective Members and all necessary
21 information to the Administrator to locate PAGA Collective Members, process payments, and
22 process claims for payments, including, but not limited to, PAGA Collective Member workweeks or
23 dates of employment, last known addresses, social security numbers, and any other information
24 required to effectuate the Agreement.

25 e. The PAGA Collective list, and any other data provided by Defendants to the
26 Administrator, shall be treated as confidential and not subject to disclosure by the Administrator
27 except (a) relevant information may be provided to PAGA Counsel to the extent necessary to
28 address a disputed claim or to respond to a specific inquiry from a PAGA Collective Member, or to

1 any third party; (b) to allow Defendants and Plaintiff's counsel to review and confirm the calculation
2 of PAGA Collective Members' estimated share of the settlement is accurate and based on the correct
3 information; and (c) as is otherwise necessary for the Administrator to perform its obligations
4 described in this Agreement. Further, the Administrator and Plaintiff's counsel shall use
5 commercially reasonable efforts to secure the data provided by Defendants at all times so as to avoid
6 inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement,
7 and shall destroy the data (and all copies of it) in a complete and secure manner when such data is no
8 longer required for purposes of this Agreement. The Administrator shall ensure that the Notice and
9 any other communications to PAGA Collective Members shall not include the PAGA Collective
10 Members' Social Security Number, except for the last four digits.

11 f. Within fourteen (14) calendar days from the date the Court approves this
12 Agreement, the Administrator will provide the Parties the spreadsheet showing the Administrator's
13 calculations for anticipated payments to PAGA Collective Members and the allocation of
14 workweeks to PAGA Collective Members. The Administrator may redact any identifying
15 information and instead use an employee number to differentiate (except as to the named Plaintiff to
16 the Action) in order to protect PAGA Collective Members' confidential information. This will allow
17 Plaintiff and Defendants the opportunity to review the Administrator's calculations, and the
18 Administrator will confirm receipt and approval of the spreadsheet by the Parties prior to disbursing
19 the class notices, as noted below.

20 g. Within twenty-one (21) calendar days from the date the Court approves this
21 Agreement, the Administrator will perform an NCOA check for PAGA Collective Members' most
22 current addresses based on the information provided by Defendants and will mail the Court approved
23 notices and disbursement forms to the PAGA Collective Members. For any notices and claim forms
24 returned as undeliverable or notifying the Administrator that the PAGA Collective Member is no
25 longer at the address, the Administrator shall perform a skip-trace on that individual and re-mail the
26 notice and claim form within three (3) business days of receiving information that the mailing was
27 undeliverable or the PAGA Collective Member was no longer at the address to the new address
28 found in under the skip-trace.

1 h. Within one hundred eighty (180) calendar days after the Administrator mails
2 PAGA Collective Members their pro-rata share of the Net Settlement Sum, any unclaimed funds,
3 including funds from uncashed settlement checks will be paid out in accordance with California
4 Code of Civil Procedure section 384(b) to the Voluntary Legal Services Program – Employment
5 Law Clinic located in Sacramento, California as the *cypres* beneficiary. No amount of the Settlement
6 Sum will revert to Defendants for any reason.

7 i. Within ten (10) calendar days after the Administrator distributes the
8 unclaimed funds as mentioned above, the Administrator shall provide the Parties a declaration
9 outlining the settlement administration process and completion of payments to those specified above.

10 j. The Parties agree the PAGA Collective Members' contact information and
11 social security numbers will be used only by the Administrator for the sole purpose of effectuating
12 the Agreement.

13 **WHEREAS**, the Parties agree to the designation of Sirmabekian Law Firm, PC as PAGA
14 Counsel for purposes of this Settlement.

15 The Parties agree to the designation of Plaintiff MICHAEL J. PETERSON as the PAGA
16 representative for purposes of this Settlement.

17 **WHEREAS**, it was represented to Plaintiff at the time of the execution of this Agreement
18 that there were 2,000 aggregate pay periods as of April 4, 2022. To the extent the number of
19 aggregate pay periods increases beyond this number by more than 10%, Plaintiff shall have the
20 option to increase the total settlement amount by a proportionate amount. (If the number of
21 employees increases by 11%, the total increase to the settlement will be 1%). Defendants shall have
22 a reasonable time from the date the Administrator indicates that the number of PAGA Collective
23 Members has decreased to inform Plaintiff's counsel in writing of their election of this option.

24 Except as otherwise set forth in this Agreement, the Parties agree that each shall bear their
25 own respective attorneys' fees and costs incurred in this Action, with the exception of any dispute
26 regarding the payment of the Settlement Sum. In the case of a dispute regarding the payment of the
27 Settlement Sum, the prevailing party shall be entitled to recover their attorneys' fees and costs.

1 This Agreement is made and is enforceable in accordance with the provisions of Code of
2 Civil Procedure § 664.6 and that Parties agree that the Court shall retain jurisdiction for that purpose
3 to effectuate the terms of this Agreement and the entry of judgment in this Action. This Agreement
4 shall be incorporated by reference into any Court order granting Approval thereof such that the
5 Court shall thereafter retain the jurisdiction to enforce its terms.

6 **WHEREAS**, this Agreement may be executed in one or more counterparts and each
7 counterpart, when executed, shall have the efficacy of an original. Photographic or facsimile copies
8 of any such signed counterparts may be used in lieu of the original for any said purpose.

9 **WHEREAS**, Plaintiff represents and agrees that he has not and will not issue any press
10 release, publication, or otherwise disclose this Agreement to other people, the press, media,
11 websites, or any service which reports verdicts.

12 **WHEREAS**, Plaintiff represents and warrants that all legal expenses, bills, costs or
13 contingency fee agreements resulting from or arising out of the representation of Plaintiff in relation
14 to the Action are Plaintiff's responsibility to pay, and that any liens based on any legal expenses,
15 bills, costs or contingency fee agreements incurred as a result of the Action will be satisfied by the
16 incurring party. Plaintiff will indemnify, defend and hold Released Parties harmless from any such
17 claims.

18 It is the intent of this Agreement that Plaintiffs, lienholders, and any other individual or entity
19 with an interest in Plaintiff's claims with respect to payment of the Settlement Sum shall not recover,
20 directly or indirectly, any sums from the Released Parties other than the funds received pursuant to
21 this Agreement and set forth above.

22 **Medical Bills, Liens, and Other Potential Rights for Reimbursement.**

23 a. Plaintiff represents and warrants that any and all bills, costs or liens resulting
24 from or arising out of Plaintiff's alleged injuries, claims and/or the Action are Plaintiff's
25 responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all demands
26 for payment, claims or liens of any kind, which arise from or are related to payments made or
27 services provided to Plaintiff or on Plaintiff's behalf. Plaintiff agrees to assume responsibility for all
28 expenses, costs or fees incurred by Plaintiff related to Plaintiff's alleged injuries, claims and/or the

1 Action including without limitation, any and all Medicare conditional payments, subrogation claims,
2 liens or other rights to payment, relating to medical treatment or lost wages that have been or may be
3 asserted by any health care provider, insurer, governmental entity, employer or other person or
4 entity.

5 b. This settlement is based upon a good faith determination of the Parties to
6 resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to
7 Medicare in contravention of 42 U.S.C. Section 1395y(b). The Parties resolved this matter in
8 compliance with both state and federal law. The Parties made every effort to adequately protect
9 Medicare's interest and incorporate such in the settlement terms.

10 c. Employee warrants that he is not a Medicare Beneficiary as of the date of this
11 Agreement. Because the Employee is not a Medicare recipient as of the date of this Agreement, no
12 conditional payments have been made by Medicare.

13 d. Employee represents and warrant that they are aware of no Medicare
14 conditional payments that have been made on Employee's behalf. The parties acknowledge and
15 understand that any present or future action or decision by CMS or Medicare on this settlement, or
16 Employee's eligibility or entitlement to Medicare or Medicare payments, will not render this release
17 void or ineffective, or in any way affect the finality of this liability settlement.

18 e. Plaintiff will indemnify, defend and hold Releasees harmless from any and all
19 claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any
20 governmental entity, or anyone acting on behalf of any governmental entity, seeks damages,
21 including multiple damages, from Releasees relating to payment by such governmental entity, or
22 anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries, claims
23 and/or the Action, Plaintiff will defend and indemnify Releasees and hold Releasees harmless from
24 any and all such damages, claims, liens, Medicare conditional payments and rights to payment,
25 including any attorneys' fees sought by such entities. Furthermore, Plaintiff represents and warrants
26 that if any conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to
27 this settlement are or have been made by Medicare, then within sixty (60) days of the execution of
28 this Agreement, Plaintiff shall reimburse Medicare for such conditional payments as required by

1 Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The
2 Parties agree that all representations and warranties made herein shall survive settlement.

3 **WHEREAS**, the Parties acknowledge and agree that the Parties could be irreparably harmed
4 by the other's breach of the Confidentiality provisions of this Agreement. The Parties expressly
5 waive any claim or defense asserting that the Parties have an adequate remedy at law for any breach
6 by the other Party of the Confidentiality provisions of this Agreement. The Parties agree that, in the
7 event of an actual or threatened breach of this Agreement by the other Party, the Parties shall be
8 entitled to immediate injunctive relief, including, but not necessarily limited to, a restraining order to
9 enjoin or otherwise prevent or limit such breach. The Parties agree that the Parties shall be entitled to
10 such injunctive relief without the necessity of posting any bond, the necessity of which is hereby
11 waived. The Parties agree that such injunctive relief shall not be deemed to be the exclusive remedy
12 for the Parties' actual or threatened breach of this Agreement, but shall be in addition to any and all
13 other remedies available at law or in equity.

14 This release in all respects has been voluntarily and knowingly executed by Plaintiff with the
15 express intention of effecting the legal consequences provided in the California Civil Code section
16 1542, that is, the extinguishment of obligations herein designated.

17 Should any part, term, or provision of this Agreement be declared or determined by any
18 Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the
19 legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement
20 shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be
21 deemed not to be a part of this Agreement.

22 **WHEREAS**, Plaintiff agrees that any legal rule to the effect that ambiguities shall be
23 resolved against the drafting party shall not apply in any interpretation of this Agreement. Venue for
24 any dispute regarding this Agreement shall be in the Superior Court of California, County of Los
25 Angeles.

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2 Should any portion, word, clause, phrase, sentence, or paragraph of this Agreement be
3 declared void or unenforceable, such portion shall be considered independent and severable from the
4 remainder, the validity of which shall remain unaffected.

5 **WHEREAS**, this Agreement sets forth the entire understanding between the Parties and
6 supersedes any and all prior agreements, oral or written, pertaining to the Action. This Agreement
7 may not be modified or amended except in writing, signed by all Parties. Each party acknowledges
8 that there is no representation, inducement, promise or agreement which has been made, orally or
9 otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not
10 expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
11 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

12 **WHEREAS**, This Agreement and all associated exhibits or attachments are made for the
13 sole purpose of settling the Action. This Agreement and the settlement it evidences are made in
14 compromise of disputed claims. Because Plaintiff's claims in the Action include representative
15 claims under PAGA, this Agreement must receive approval by the Court. Accordingly, the Parties
16 enter into this Agreement and associated settlement on a conditional basis. If the Court does not
17 enter an order granting final approval of the Agreement, this Agreement shall be deemed null and
18 void; it shall be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose
19 whatsoever; and the negotiation, terms and entry of the Agreement shall remain subject to the
20 provisions of California Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and
21 any other analogous rules of evidence that may be applicable.

22 Provided that the Court's order approving the parties' settlement of the Action and
23 accompanying Judgment is consistent with the terms and conditions of this Agreement, the parties
24 hereby waive any and all rights to appeal in connection with any issue in the Order Approving
25 Settlement including, but not limited to, all rights to any post-judgment proceeding and/or appellate
26 proceeding, such as a motion to vacate or set aside judgment, a motion for new trial, and any
27 extraordinary writ, and the Order Approving Settlement will become final and non-appealable at the
28 time it is entered.

1
2 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA
3 Settlement set forth in the PAGA Settlement Agreement and enter judgment according to its terms.

4 DATED: 6/22/2023

NOVIAN & NOVIAN LLP

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8 By: *Farhad Novian*
9 FARHAD NOVIAN
10 LINDSEY PHIPPS
11 Attorney for Defendants

12 DATED: 6/22/2023

SIRMABEKIAN LAW FIRM PC

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14
15
16 By: 
17 SARKIS SIRMABEKIAN
18 Attorney for Plaintiff
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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) above 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: July 3, 2023

At Los Angeles, California

Grigor Gregg Sirmabekhian

Grigor Gregg Sirmabekhian

[SERVICE LIST ON THE FOLLOWING PAGE]

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SERVICE LIST

Farhad Novian, Esq.
NOVIAN & NOVIAN, LLP
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Los Angeles, California 90067
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Attorneys for Defendants WILD LIVING FOODS, LLC, RICHARD TORRES, and LIZBETH SANCHEZ

Labor and Workforce Development Agency (“LWDA”)
Department of Industrial Relations
Attn. PAGA Administrator
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