

SEP 05 2023

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE COUNTY

RICARDO BARRERA, an individual,

Plaintiff,

v.

CAVA MEZZE GRILL, LLC, a Maryland
limited liability company,

Defendants.

Case No. 30-2018-01031046-CU-WT-CJC

ASSIGNED FOR ALL PURPOSES TO:
JUDGE PETER J. WILSON.
DEPARTMENT CX101

**ORDER APPROVING THE PARTIES' PAGA
SETTLEMENT AGREEMENT AND
JUDGMENT**

Date: August 17, 2022
Time: 2:00 p.m.
Place: Department CX101

Complaint Filed: November 8, 2018
Trial Date: None Set

Having considered the Motion for Court Approval of the PAGA Settlement (the "Motion") and the points and authorities submitted in support of the Motion, including the PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") attached as Exhibit A and Notice Letter to the Aggrieved Employees Regarding PAGA Settlement attached as Exhibit B, and **GOOD CAUSE** appearing, **IT IS HEREBY ORDERED** that the Motion is **GRANTED**, subject to the following findings and orders:

1. This Order hereby adopts and incorporates by reference the terms and conditions of the Settlement Agreement. The Court finds that it has jurisdiction over the subject matter of the action and over all Parties to the action, including all Aggrieved Employees, which the Settlement defines as: All

1 hourly non-exempt employees employed by Defendant Cava Mezze Grill, LLC ("Defendant") in the
2 state of California during the period from November 8, 2017 through February 5, 2023.

3 2. The Court hereby finds that the Settlement is, in all respects, fair, reasonable, adequate in
4 view of PAGA's purpose and policies, and hereby directs implementation of all remaining terms,
5 conditions, and provisions of the Settlement.

6 3. The Settlement is not an admission by Defendant, nor is this Order and Judgment a
7 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order and
8 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
9 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
10 concession, or liability whatsoever by or against Defendant.

11 4. The Net Settlement Amount of \$293,076.44 is hereby approved. Seventy-Five Percent
12 (75%), or \$219,807.33, shall be paid to the California Labor and Workforce Development Agency. The
13 remaining Twenty-Five Percent (25%), or \$73,269.11, shall be paid to Aggrieved Employees.

14 5. The Court hereby awards \$163,333.33 in attorneys' fees and \$12,640.23 costs to
15 Plaintiffs' Counsel, Capstone Law APC and Law Office of China R. Rosas. The award of attorneys' fees
16 and costs will be divided as follows: (i) \$81,666.67 in attorneys' fees and \$8,044.82 in litigation costs to
17 Capstone Law APC; and (ii) \$81,666.66 in attorneys' fees and \$4,595.41 in litigation costs to Law
18 Office of China R. Rosas.

19 6. The Court approves Service Awards of \$5,000, each, to Ricardo Barrera and Jessica
20 Samaniego (for a total of \$10,000).

21 7. The Court appoints ILYM Group, Inc. to serve as the Settlement Administrator and
22 approves costs of administration of \$10,950.

23 8. This Judgment shall be binding on all Aggrieved Employees and the State of California,
24 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
25 PAGA Period:

26 Claims for PAGA civil penalties that were administratively exhausted by providing
27 the requisite notice to the LWDA and/or in the Action and for alleged PAGA
28 violations for: (1) Violation of California Accrued Paid Sick Leave Laws and the
Healthy Workplaces, Healthy Families Act of 2014; (2) Retaliation in Violation of
California Labor Code Section 98.6; (3) Failure to Pay Reimbursable Business

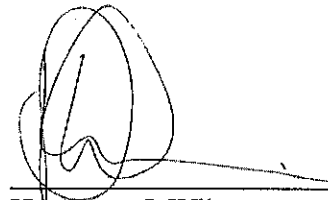
1 Expenses, Tools, Equipment; (4) Failure to Pay Wages Due/Owing & Waiting Time
2 Penalties; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to
3 Produce Adequate Wage Statement Records; (7) Failure to Pay Minimum Wage; (8)
4 Failure to Pay Overtime Wages; (9) Failure to Provide Meal Periods and Rest Breaks
5 or Wages in Lieu Thereof; (11) Failure to Produce Employment Personnel Records;
6 (12) unfair business practices under California Business and Professions Code Section
7 17200; and (13) any claims under California Labor Code Sections 98.6, 201-204, 210,
8 216, 222, 225.5, 226 *et seq.*, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512,
516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1,
1198, 1198.5, 1199, 2698 *et seq.*, 2699, 2802, 2804, and 2810.5; and Wage Order No.
5 §§3, 4, 7, 9, 11, and 12; and anything else pled in the notice to the LWDA and/or in
the Action. The time period of this release shall be the PAGA Period. For the
avoidance of doubt, this Agreement only releases civil penalties available under
PAGA by reasons of the facts alleged in the Barrera Action Operative Complaint and
Samaniego Action Operative Complaint.

9 9. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
10 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
11 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

12 10. The Court sets a Final Accounting Hearing for Friday, June 21, 2024 at 9:00 a.m.
13 Plaintiff shall file and serve a declaration from the settlement administrator summarizing all distributions
14 made pursuant to the approved Settlement, including the actual amounts paid to aggrieved employees
15 and the other amounts distributed under the settlement, including uncashed checks, at least ten (10) court
16 days prior to the Final Accounting Hearing.

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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20 Date September 5, 2023



21 Hon. Peter J. Wilson
22 Orange County Superior Court Judge
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Exhibit A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Ricardo Barrera (“Plaintiff Barrera”), Plaintiff Jessica Samaniego (“Plaintiff Samaniego”) and Defendant Cava Mezze Grill, LLC (“Defendant”). The Agreement refers to Plaintiff Barrera, Plaintiff Samaniego, and Defendant Cava Mezze Grill, LLC collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the litigation styled *Ricardo Barrera, et. al. v. Cava Mezze Grill, LLC* (Orange County Superior Court Case No. 30-2018-01031046-CU-WT-CJC) (the “Barrera Action”) and the litigation styled *Jessica Samaniego, et. al. v. Cava Mezze Grill, LLC* (Los Angeles County Superior Court Case No. 21STCV16443) (the “Samaniego Action”).

1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.4. “Aggrieved Employee” means all hourly non-exempt employees employed by Defendant in the state of California during the PAGA Period.

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

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

1.7. “Court” means the Orange County Superior Court.

1.8. “Defense Counsel” means Lonnie D. Giamela and LaLonnie Gray of Fisher Phillips LLP.

1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10. “Gross Settlement Amount” means \$490,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement

Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel's Fees and Costs, and the Administrator's Expenses Payment.

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel's Fees and Costs, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means China R. Rosas of Law Office of China R. Rosas, the attorney representing Plaintiff Barrera in the Action; and Raul Perez, Robert Drexler, Molly DeSario, and Jonathan Lee of Capstone Law APC, the attorneys representing Plaintiff Samaniego in the Action.

1.17. "PAGA Counsel's Fees and Costs" means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from November 8, 2017 through February 5, 2023.

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

1.21. "PAGA Notice" means Plaintiff Samaniego's February 23, 2021 letter to Defendant and the LWDA and Plaintiff Barrera's November 5, 2018 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23. “Plaintiffs” mean Ricardo Barrera and Jessica Samaniego, the named plaintiffs in the Action.

1.24. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.26. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.28. “Defendant” means named Defendant Cava Mezze Grill, LLC.

2. RECITALS.

2.1. On November 8, 2018, Plaintiff Barrera commenced the *Barrera* Action by filing a Complaint alleging causes of action against Defendant for (1) Violation of California Accrued Paid Sick Leave Laws and the Healthy Families Act of 2014; (2) Retaliation in Violation of California Labor Code Section 98.6; (3) Failure to Pay Reimbursable Business Expenses, Tools, Equipment; (4) Failure to Pay Wages Due/Owing & Waiting Time Penalties; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Produce Adequate Wage Statement Records; (7) Wrongful Termination in Violation of Public Policy; and (8) Unlawful and Unfair Business Practices. On January 11, 2019, Plaintiff Barrera filed a First Amended Complaint for Damages, Restitution, and Injunctive Relief alleging causes of action against Defendant for (1) Violation of California Accrued Paid Sick Leave Laws and the Healthy Families Act of 2014; (2) Retaliation in Violation of California Labor Code Section 98.6; (3) Failure to Pay Reimbursable Business Expenses, Tools, Equipment; (4) Failure to Pay Wages Due/Owing & Waiting Time Penalties; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Produce Adequate Wage Statement Records; (7) Failure to Pay Minimum Wage; (8) Failure to Pay Overtime Wages; (9) Failure to Provide Meal Periods and Rest Breaks or Wages in Lieu Thereof; (10) Wrongful Termination in Violation of Public Policy; (11) Failure to Produce Employment Personnel Records; (12) Unlawful and Unfair Business Practices; and (13) California Private Attorney General Act. The First Amended Complaint is the operative complaint in the *Barrera* Action (the “*Barrera* Action Operative Complaint”).

2.2. On April 30, 2021, Plaintiff Samaniego commenced the *Samaniego* Action by filing a Complaint alleging a claim under the California Private Attorney General Act (the “*Samaniego* Action Operative Complaint”). Defendant denies the allegations in the *Barrera* Action Operative Complaint and *Samaniego* Action Operative Complaint, denies any failure to comply with the laws identified in the *Barrera* Action Operative Complaint and *Samaniego* Action Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On February 7, 2022, the Parties participated in an all-day mediation presided over by Chris Barnes of Barnes Dispute Resolution, which led to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiffs obtained, through informal discovery, payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and paystubs and time records for an approximate two-year period from mid-December 2019 until early January 2022. Defendant later produced this data pursuant to formal discovery.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$490,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: PAGA Counsel's Fees and Costs of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$163,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel's Fees and Costs. If the Court awards fees and costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of PAGA Counsel's Fees and Costs. The Administrator will pay PAGA Counsel's Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel's Fees and Costs and holds Defendant harmless, from any dispute or controversy regarding any division or sharing of any of these Payments among any of the PAGA Counsel.

3.2.2. To the Administrator: An Administrator Expenses Payment estimated at \$11,000.00. To the extent the Administration Expenses are less or the Court approves payment less than \$11,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross

Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any income taxes owed on their Individual PAGA Payment.

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

3.2.6. To Plaintiffs: A sum approved by the Court to be paid to Plaintiff Barrera and Plaintiff Samaniego in recognition of their service on behalf of the LWDA and efforts in obtaining the benefits of the Settlement. The payment shall not exceed \$5,000.00 to Plaintiff Barrera or \$5,000.00 to Plaintiff Samaniego. The Court may reduce the payments. If this occurs, the amount by which the payments are reduced shall be wholly reallocated to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 2,561 Aggrieved Employees who worked a total 38,021 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 30 days after the Effective Date, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and PAGA Counsel's Fees and Costs. Disbursement of PAGA Counsel's Fees and Costs shall not precede disbursement of Individual PAGA Payments.

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

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office - Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees: Each Aggrieved Employee shall release Defendant and the Released Parties from claims for PAGA civil penalties that were administratively exhausted by providing the requisite notice to the LWDA and/or in the Action and for alleged PAGA violations for: (1) Violation of California Accrued Paid Sick Leave Laws and the Healthy Workplaces, Healthy Families Act of 2014; (2) Retaliation in Violation of California Labor Code Section 98.6; (3) Failure to Pay Reimbursable Business Expenses, Tools, Equipment; (4) Failure to Pay Wages Due/Owing & Waiting Time Penalties; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Produce Adequate Wage Statement Records; (7) Failure to Pay Minimum Wage; (8) Failure to Pay Overtime Wages; (9) Failure to Provide Meal Periods and Rest Breaks or Wages in Lieu Thereof; (11) Failure to Produce Employment Personnel Records; (12) unfair business practices under California Business and Professions Code Section 17200; and (13) any claims under California Labor Code Sections 98.6, 201-204, 210, 216, 222, 225.5, 226 et. seq., 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2699, 2802, 2804, and 2810.5; and Wage Order No. 5 §§3, 4, 7, 9, 11, and 12; and anything else pled in the notice to the LWDA and/or in the Action. The time period of this release shall be the PAGA Period. For the avoidance of doubt, this Agreement only releases civil penalties available under PAGA by reasons of the facts alleged in the Barrera Action Operative

Complaint and Samaniego Action Operative Complaint.

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

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft of the motion for approval of the Settlement, and (ii) a draft proposed Order Granting Approval of PAGA Settlement and Judgment.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order and Judgment to the Administrator. Contemporaneous with the filing of the motion for approval of settlement to the Court, the proposed settlement shall also be submitted by PAGA Counsel to the LWDA via the LWDA's online filing system.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to

be performed or observed by the Administrator contained in this Agreement or otherwise.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment pursuant to California Code of Civil Procedure section 664.6, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or interpret or effectuate the Settlement and this Agreement). This Agreement is admissible and enforceable in court as set forth in California Evidence Code section 1123.

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

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

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

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

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

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

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

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

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

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

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

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

9.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third

business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Raul Perez
Robert J. Drexler, Jr.
Molly A. DeSario
Jonathan Lee
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

China R. Rosas, Esq.
Law Office of China R. Rosas
333 City Blvd W, Ste 1700
Orange, CA 92868

To Defendant:

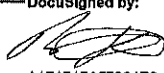
Lonnie D. Giamela
Fisher & Phillips LLP
444 South Flower Street, Suite 1500
Los Angeles, CA 90071

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

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

[SIGNATURE PAGE FOLLOWS]

Dated: 4/28/2023

DocuSigned by:

A1F174FA57304E8...

Plaintiff Ricardo Barrera

Dated: 4/27/2023

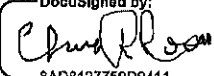
DocuSigned by:
Jessica Nadine Samaniego
91-8767668132441
Plaintiff Jessica Samaniego

Dated: 05/05/2023

Eva Seif
Defendant Cava Mezza Grill, LLC

APPROVED AS TO FORM

4/28/2023
Dated: _____

DocuSigned by:

8AD8127759D9411...

Plaintiff Ricardo Barrera's Counsel

4/27/2023
Dated: _____

Carrie Ruiz
Plaintiff Jessica Samaniego's Counsel

Dated: May 15, 2023


Defendant's Counsel

Exhibit B

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Ricardo Barrera v. Cava Mezze Grill, LLC*, No. 30-2018-01031046-CU-WT-CJC (Orange County Superior Court) (“Barrera Action”) and *Jessica Samaniego v. Cava Mezze Grill, LLC*, No. 21STCV16443 (Los Angeles County Superior Court) (“Samaniego Action”)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Ricardo Barrera v. Cava Mezze Grill, LLC*, No. 30-2018-01031046-CU-WT-CJC (Orange County Superior Court) and *Jessica Samaniego v. Cava Mezze Grill, LLC*, No. 21STCV16443 (Los Angeles County Superior Court) (the “Actions”).

The Actions were filed against Defendant Cava Mezze Grill, LLC (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Actions were brought by former employees of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant, defined as all hourly non-exempt employees employed by Defendant in the State of California during the period from November 8, 2017 through February 5, 2023 (“Aggrieved Employees”). You have been identified as one of the employees on whose behalf the Actions were brought.

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

The Court has not ruled on the merits of the Actions but it has approved the settlement of PAGA civil penalties totaling \$293,076.44, of which 75% (\$219,807.33) will be paid to the California Labor and Workforce Development Agency, and the remaining 25% (\$73,269.11) will be paid to Aggrieved Employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

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

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to PAGA civil penalties. The PAGA claims settled and released by the Settlement are—All claims for PAGA civil penalties that were administratively exhausted by providing the requisite notice to the LWDA and/or in the Action and for alleged PAGA violations for: (1) Violation of California Accrued Paid Sick Leave Laws and the Healthy Workplaces, Healthy Families Act of 2014; (2) Retaliation in

Violation of California Labor Code Section 98.6; (3) Failure to Pay Reimbursable Business Expenses, Tools, Equipment; (4) Failure to Pay Wages Due/Owing & Waiting Time Penalties; (5) Failure to Furnish Accurate Itemized Wage Statements; (6) Failure to Produce Adequate Wage Statement Records; (7) Failure to Pay Minimum Wage; (8) Failure to Pay Overtime Wages; (9) Failure to Provide Meal Periods and Rest Breaks or Wages in Lieu Thereof; (11) Failure to Produce Employment Personnel Records; (12) unfair business practices under California Business and Professions Code Section 17200; and (13) any claims under California Labor Code Sections 98.6, 201-204, 210, 216, 222, 225.5, 226 et. seq., 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698 *et seq.*, 2699, 2802, 2804, and 2810.5; and Wage Order No. 5 §§3, 4, 7, 9, 11, and 12; and anything else pled in the notice to the LWDA and/or in the Action. The time period of this release shall be the PAGA Period. For the avoidance of doubt, this Agreement only releases civil penalties available under PAGA by reasons of the facts alleged in the Barrera Action Operative Complaint and Samaniego Action Operative Complaint.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]