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Electronically Filed
3/17/2023
Superior Court of California
County of Stanislaus
Clerk of the Court
By: James Xiong, Deputy

\$20.00 PAID

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9 Attorneys for Plaintiff BELEM VILLA

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF STANISLAUS – CITY TOWER COURTHOUSE**

14 BELEM VILLA,

15 Plaintiff,

16 vs.
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18 NOR-CAL CHICKEN, INC., dba EL
POLLO LOCO #3247, BERTHA ALICIA
19 ARMENTA, RAFAEL ARMENTA, JR.,
RENEE ARMENTA, VALENTIN
20 SANCHEZ MOLINA, MARTIN LOPEZ
and DOES 1 through 20, INCLUSIVE,

21 Defendants.
22

CASE NO.: CV-21-002333

**STIPULATION AND ~~PROPOSED~~
ORDER APPROVING SETTLEMENT
OF PAGA CLAIMS**

Complaint Filed: May 3, 2021
Trial Date: None
Judge: Hon. Stacy Speiller
Dept: 22

Hearing Date:

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24 Plaintiff Belem Villa (“Plaintiff”) and Defendants Nor-Cal Chicken, Inc.
25 (“Defendant”) hereby stipulate as follows:

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BACKGROUND

1. Plaintiff was employed at Nor-Cal Chicken Inc. dba El Pollo Loco at the restaurant located at 2225 Plaza Pkwy, Modesto, CA from October 21, 2016 through July 29, 2022.
2. Plaintiff filed this action against Nor-Cal Chicken and other defendants alleging that throughout her employment, she was subjected to discrimination, sexual harassment, retaliation, and failure to accommodate disability in violation of FEHA ("FEHA Claims").
3. Further Plaintiff alleges that Defendants engaged in numerous California Labor Code violations with respect to hourly employees including but not limited to not providing hourly employees rest breaks, not providing meal periods, not providing hourly wages for missed breaks and meal periods, requiring hourly workers to work more than eight (8) hours in a shift and/or more than forty (40) hours in a week and failing to pay the requisite overtime. Further Defendants failed to indemnify hourly workers and reimburse them for necessary business expenses and failed to provide accurate itemized wage statements in violation of the California Labor Code.
4. Defendants denied all of the FEHA Claims (which are the subject of a separate settlement agreement and will not be addressed, except by way of background).
5. Defendants further contend that at all times they maintained wage and hour policies including meal and rest period policies, overtime policies and time recordation policies, that were compliant with California law and Defendants deny Plaintiff and/or the alleged aggrieved employees suffered any Labor Code violations or are owed any wages, penalties or damages. Further Defendants contend that Plaintiff and/or the alleged aggrieved employees were fully compensated for any and all necessary business expenditures and were provided code compliant accurate itemized wage statements.

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1 Code §2699(1)(2). We refer to the agreement of the parties as the “PAGA
2 Settlement.”

3 13. The parties agreed, compromised, settled, and released any and all PAGA
4 claims predicated on the alleged *Labor Code* violations as set for the in the
5 Complaint. The PAGA Settlement resolves all claims for PAGA civil
6 penalties premised on Defendants’ alleged failure to provide legally compliant
7 regular time wages and/or minimum wage, failure to pay overtime and/or
8 double time wages, failure to provide meal and rest periods, failure to keep
9 adequate time records, failure to issue accurate and complete wage statements,
10 waiting time penalties and unfair business practices and failure to reimburse
11 for necessary business expenses.

12 14. The material terms of the PAGA Settlement are described as follows:

- 13 a. The PAGA Settlement covers the period of June 19, 2021 to the date that
14 this Court approves the PAGA settlement.
- 15 b. The total gross settlement (“PAGA Settlement Sum”) is Ten Thousand
16 Dollars (\$10,000.).
- 17 c. The “Net Settlement Fund” shall be calculated by deducting from PAGA
18 Settlement Sum:
 - 19 i. Up to \$-0-. for the payment of Plaintiff’s Counsel’s fees (waived);
 - 20 ii Up to \$-0-. For the payment of Plaintiff’s Counsel’s costs (waived)
 - 21 iii Up to \$500. for the Plaintiff of a PAGA representative service payment; and
 - 22 iv Up to \$2500. for the payment of the parties’ chosen Settlement Administrator,
23 ILYM GROUP, Inc.
 - 24 d. The Net Settlement fund will be comprised of approximately \$7000.
 - 25 e. Seventy-five percent (75%) of the Net Settlement Fund, or approximately
26 \$5250. shall be distributed to the LWDA, and the remaining twenty-five
27 percent (25%) of the net Settlement Fund, or approximately \$1750. shall
28 be distributed to the aggrieved employees.

1 f. The twenty five (25%) of the Net Settlement Fund to be distributed to the
2 Aggrieved Employees will be divided by the total number of full pay
3 periods , with partial pay periods rounded up to the nearest whole
4 number, as determined by Defendants’ records, for all times during which
5 Aggrieved Employees were employed by Defendants in California during
6 the Release Period (“Pay Period Value”). Each Aggrieved Employee
7 shall be paid an amount equal to their individual pay periods worked in
8 California during the Release Period multiplied by the Pay Period Value.

9 **THE PARTIES SEEK COURT APPROVAL OF THE PAGA SETTLEMENT**

10 15. The Parties have reached a settlement of the PAGA Claim asserted, and the
11 Parties evaluation of the risk and reasons for the settlement are detailed in the
12 Settlement and Release agreement.

13 16. Pursuant to labor Code §2699(1)(2), the Parties are required to obtain this
14 Court’s approval for the penalties provided for in the settlement of a PAGA
15 claim and therefore file the instant Stipulation. As explained by the California
16 Supreme Court in *Arias v. Superior Court*, 46 al. 4th969 (2009), the parties are
17 not obligated to follow the class action procedural rules in PAGA cases and
18 therefore do not need to follow the class action procedures for obtaining an
19 approval of the settlement. Nevertheless, good cause exists to approve the
20 PAGA settlement due to the risks if the PAGA settlement is not approved and
21 this case proceeds to trial. Plaintiff directs this court to the following risks:

- 22 a. Defendants dispute all of Plaintiff’s PAGA allegations. Plaintiff may be
23 required to hold “minitrials” for each employee or group of employees
24 and the Court may find that the PAGA claims are not manageable and
25 cannot proceed.
- 26 b. The scope of the PAGA claim has been severely curtailed by Rodriguez
27 PAGA settlement limiting the time period from June 19, 2021 through
28 the present due to PAGA settlements in other unrelated cases.

- 1 c. Even if Plaintiff were able to prove a substantial number of violations and
2 resulting PAGA penalties, the court has discretion to reduce such
3 penalties. Courts across California have often shown a willingness to
4 significantly reduce PAGA penalties to avoid injustice to employers.
- 5 d. The proposed PAGA settlement will distribute funds to all aggrieved
6 employees within the PAGA pay period (as opposed to just Plaintiff
7 herself).
- 8 e. The LWDA did not notify Plaintiff's counsel that it intends to investigate
9 this matter. Thus, even though the LWDA took no action, the LWDA is
10 substantially benefiting from counsel's work product and analysis
11 because it is receiving a payment to help further fund the agency's
12 mission.
- 13 f. Approval of the settlement of the PAGA claims will fully and entirely
14 resolve this case following an arm's length settlement.
- 15 g. The parties are operating under the expectations that the matter has been
16 resolved and thus are not taking any further action with respect to
17 litigating the PAGA claims if the case is not resolved.
- 18 h. The Parties have stipulated to a Court Order approving the PAGA
19 Settlement pursuant to *Labor Code* §2699(1)(2) and the PAGA
20 Settlement is conditioned on the Court approving the stipulation and
21 executing the Order proposed herewith.
- 22 i. Plaintiff provided a copy of this Stipulation to the LWDA at the same
23 time of the filing of this Stipulation with the Court.
- 24 j. Plaintiff will timely provide the LWDA with a copy of the Court's Order.

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1 Dated: March 13, 2023

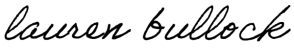
ROGERS JOSEPH O'DONNELL

2
3 By: 
4 Dennis C. Huie, Esq.
Whitney R. Miner, Esq.

5 ***Attorneys for Defendants***
6 NOR-CAL CHICKEN, INC., dba El
7 Pollo Loco #3247, BERTHA ALICIA
8 ARMENTA, RAFAEL ARMENTA,
JR., RENEE ARMENTA, MARTIN
LOPEZ and VALENTIN SANCHEZ
MOLINA

9 Dated: March 13, 2023

JOHNSTON & HUTCHINSON LLP

10
11
12 By: 
13 Thomas J. Johnston, Esq.
14 Lauren Bullock, Esq.

15 ***Attorneys for Plaintiff Belem Villa***

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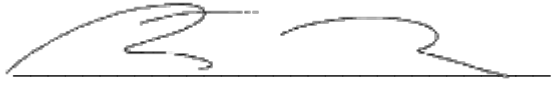
~~PROPOSED~~ ORDER

The Court has reviewed the terms of the Stipulation and PAGA Settlement attached as **Exhibit 1**. Good cause shown, the Court ORDERS as follows:

1. The Court approves the PAGA settlement.
2. The PAGA claims for the period of June 19, 2021 through the date of the entry of this Order are Dismissed with Prejudice as to all Plaintiffs and any allegedly aggrieved employees/non-Plaintiffs.
3. Plaintiff shall provide the LWDA with a copy of this Order within 10 days after entry of this order.

IT IS SO ORDERED.

3/17/23


HON. STACY SPEILLER

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Belem Villa v. Nor-Cal Chicken, Inc. et al.
Stanislaus County Superior Court
Case Number CV-21-002333

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant Nor-Cal Chicken, Inc. (“Defendant”), Plaintiff Belem Villa (“Plaintiff”), for herself, Aggrieved Employees (defined below), on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought or that could have been brought pursuant to PAGA in San Joaquin County Superior Court Case Number CV-21-002333 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Ten Thousand Dollars (\$10,000.00) (hereinafter referred to as the “PAGA Settlement Sum”) for settlement of the PAGA claims and penalties sought in the Litigation. Each party shall bear their own attorneys fees and costs in connection with the settlement of the settlement of PAGA. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California from June 19, 2021 through the present. Defendant represents that the total number of Aggrieved Employees is approximately 97 individuals.
- (b) “Court” means the Superior Court for the State of California, County of Stanislaus.
- (c) “Defense Counsel” or “Counsel for Defendant” is:

Dennis C. Huie, Esq.
Whitney Miner, Esq.
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Floor
San Francisco, CA 94104

- (d) "Effective Date" means the date the Court approves the settlement of the PAGA penalties as described in this Agreement and dismisses the Action with prejudice.
- (e) "Complaint" means the operative first amended Complaint filed by Plaintiff on or about February 14, 2022, in the Stanislaus County Superior Court, Case No. CV-21-002333.
- (f) "Plaintiff's Counsel" is:

JOHNSTON & HUTCHINSON LLP
350 South Grand Ave., Ste. 2220
Los Angeles, CA 90071
Telephone: (213) 542-1978
Facsimile: (213) 542-1977
Lauren Bullock, Esq. SBN: 136867
lb@johnstonhutchinson.com
Thomas J. Johnston, Esq. SBN: 210506
tjj@johnstonhutchinson.com

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17700 Castleton St. Suite #168
City of Industry, CA 91748
Telephone: (626) 282-6868
Facsimile: (626) 642-0808
Eric Johnson, Esq. SBN: 342966
ejohnson@law888.com

- (g) "Release Period" means the time period June 19, 2021, through date of Order approving this settlement.

Article II.

Background.

Section 2.01 Background.

- (a) On May 3, 2021, Plaintiff filed a complaint in the Superior Court of the State of California for the County of Stanislaus, entitled Belem Villa v. Nor-Cal Chicken, Inc. et al., Case No. CV-21-002333. The Litigation was brought by Belem Villa, on behalf of herself, the State of California and other aggrieved employees, alleging a cause of action pursuant to the Private Attorneys General Act of 2004, Cal. Labor Code § 2698 *et seq.* ("PAGA"), among

other causes of action, based on alleged violations of Labor Code §§ Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and 2699. This Agreement does not address the non-PAGA claims as such claims are the subject of a separate settlement agreement and release.

- (b) Through this litigation, the Parties have engaged in formal and informal discovery. The Parties reached this PAGA Settlement only after such discovery and investigation was performed, following a mediation with Russ Wunderli, Esq. on June 10, 2022.
- (c) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the PAGA cause of action with prejudice.
- (d) The Parties are executing a separate settlement agreement to address the non-PAGA causes of action alleged in the Litigation.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through either a stipulation or an unopposed motion for an Order from the Court approving the PAGA settlement as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the PAGA Settlement Sum as described in this Agreement.

The Court's approval of the PAGA Settlement as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the PAGA Settlement Sum as described in this Agreement or decline to dismiss the Action, this Agreement shall be null and void and have no further effect.

Section 3.02 Settlement Payment Procedures.

(a) Payment of PAGA Settlement Sum and Notice to Aggrieved Employees.

- (1) Defendant agrees to pay a total amount of Ten Thousand Dollars (\$10,000.00) to settle this matter ("PAGA Settlement Sum"). This amount, *i.e.*, the PAGA Settlement Sum, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the Aggrieved Employees, the State of California, and to Settlement Administrator to administer the

settlement, in settlement of all claims asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of herself and the Aggrieved Employees under the PAGA. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the PAGA Settlement Sum in connection with this Agreement. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the PAGA Settlement Sum and the Parties' respective positions shall be restored to positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) The "Net Settlement Fund" shall be calculated by deducting from the PAGA Settlement Sum the cost of claims administration, estimated to be around \$2,500.00, and \$500.00 to named plaintiff Belem Villa for the PAGA representative service payment leaving approximately seventy percent (70%) of the PAGA Settlement Sum, or approximately \$7000 for distribution. The Net Settlement Sum shall be distributed to the Aggrieved Employees (25%) and the LWDA (75%).
- (3) The Net Settlement Fund to be distributed to the Aggrieved Employees will be divided by the total number of full pay periods, with partial pay periods rounded up to the nearest whole number, as determined by Defendant's records, for all times during which Aggrieved Employees were employed by Defendant in California during the Release Period ("Pay Period Value").
- (4) Each Aggrieved Employee shall each be paid an amount equal to their individual pay periods worked in California during the Release Period multiplied by the Pay Period Value.
- (5) No later than fifteen (15) calendar days after the Effective Date, Defendant shall wire to the Settlement Administrator the total PAGA Settlement Sum.
- (6) No later than twenty-five (25) calendar days after the Effective Date, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices.
- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. The value of checks uncashed more than 180 days after issuance shall be remitted pursuant to Code of Civil Procedure § 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed.

- (8) No later than twenty-five (25) calendar days after the Effective Date, the Settlement Administrator shall transmit to the LWDA its share of PAGA penalties; and to Plaintiff Villa her PAGA payment.
- (9) 100% of the PAGA Settlement Amount is considered settlement of penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this PAGA Settlement shall have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the Aggrieved Employees.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any Aggrieved Employees.

Section 4.03 Confidentiality and Counsel Representation.

Plaintiff Villa and her counsel shall keep all terms of this Settlement confidential until the motion or stipulation for approval is filed with the Court, after which time Plaintiff shall refer any questions or comments about the Settlement from Aggrieved Employees to her counsel. Plaintiff Villa and her counsel shall not publicize, advertise, or otherwise make mention of this Settlement through any means other than Court filings surrounding the settlement approval process.

and in response to Aggrieved Employee inquiries. Plaintiff and her counsel shall not post information about this Settlement or the Action on any websites or any type of social media.

Section 4.04 Nullification.

Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By Plaintiff and Aggrieved Employees.

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of herself, her heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, current and former employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were asserted in the Complaint or which could have been asserted in the Complaint based on the facts pled therein ("Released Claims") that accrued during the Release Period.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

With respect to this Agreement, the Parties shall bear their own attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such

dispute(s) first to mediation and/or continued negotiations before mediator Russ Wunderli. and then, if unsuccessful, to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/its/their reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

[SIGNATURES ON FOLLOWING PAGE]

Dated: March 13, 2023

NOR-CAL CHICKEN, INC.

By 
Its _____

Dated: February ___, 2023

By _____
BELEM VILLA

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: February ___, 2023

JOHNSTON & HUTCHINSON LLP

By _____
Lauren Bullock, Esq.
Attorneys for Plaintiff

Dated: March 13, 2023

ROGERS JOSEPH O'DONNELL

By 
Dennis C. Huie, Esq.
Attorneys for Defendant

Dated: March ___, 2023

NOR-CAL CHICKEN, INC.

By _____
Its _____

Dated: February 24, 2023

By _____
BELEM VILLA

DocuSigned by:
Belem Villa
364701847504480...

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: March 1, 2023

JOHNSTON & HUTCHINSON LLP

By *lauren bullock*
Lauren Bullock, Esq.
Attorneys for Plaintiff

Dated: March ___, 2023

ROGERS JOSEPH O'DONNELL

By _____
Dennis C. Huie, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF STANISLAUS – CITY TOWER COURTHOUSE**

BELEM VILLA,

Plaintiff,

v.

NOR-CAL CHICKEN, INC., dba EL
POLLO LOCO #3247, BERTHA ALICIA
ARMENTA, RAFAEL ARMENTA, JR.,
RENEE ARMENTA, VALENTIN
SANCHEZ MOLINA, MARTIN LOPEZ
and DOES 1 through 20, INCLUSIVE,

Defendants.

Case No. CV-21-002333

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

Complaint Filed: May 3, 2021

You have been identified as a non-exempt employee who worked for Nor-Cal Chicken, Inc. dba El Pollo Loco #3247 (“Defendant”) in California from June 19, 2021 through _____ (“Aggrieved Employee”).

On May 3, 2021, Belem Villa (the “Plaintiff”) commenced a lawsuit in Stanislaus Superior Court, Case No. CV-21-002333 (the “Lawsuit”) to recover civil penalties based on allegations Defendant failed to provide legally compliant meal and rest periods, not providing hourly wages for missed breaks and meal periods, requiring hourly workers to work more than eight (8) hours in a shift and/or more than forty (40) hours in a week and failing to pay the requisite overtime, failure to indemnify hourly workers and reimburse them for necessary business expenses and failing to provide accurate itemized wage statements (the “Lawsuit”). For these alleged violations, Plaintiff sought penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denied Plaintiff’s allegations and disputed all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and a mediation before a third party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the Aggrieved Employees, and the State of California, fully releases and discharges Defendant, and each of its present and former affiliates, parent companies, subsidiaries, divisions, successors, predecessors, and assigns, and each of its respective past and present shareholders, officers, partners, directors, employees, agents, attorneys, insurers, successors, assigns, representatives, accountants, and all persons acting under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all claims, rights, demands, liabilities, and causes of action of every nature and description, under PAGA, which were asserted in the Complaint or which could have been asserted in the Complaint based on the facts pled therein ("Released Claims") that accrued during the Release Period (from April 19, 2021 through _____).

If you have any questions, please contact ILYM Group, Inc. at (714)878-8896.

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 350 South Grand Ave., Suite 2220, Los Angeles, CA 90071.

☐ **BY U.S. MAIL:** I am familiar with this firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE:** In addition to service by mail as set forth above, a copy of said document(s) was also delivered by facsimile transmission to the addressee(s) pursuant to Code of Civil Procedure §1013(e).

☐ **BY OVERNIGHT MAIL:** I caused said document(s) to be picked up by an overnight delivery service company for delivery to the addressee(s) on the next business day.

☐ **BY PERSONAL SERVICE:** By causing personal delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth on the attached service list.

☒ **BY ELECTRONIC SERVICE:** I caused the above document to be sent to the listed addressee(s) in the attached service list via electronic service from the email address of cmj@johnstonhutchinson.com.

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

☐ (FEDERAL) I declare that I am employed in the office of the member of the bar of this court at whose direction the service was made.

Christie John
Christie John

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