

1 Sarkis Sirmabekian [SBN 278588]
2 **SIRMABEKIAN LAW FIRM, PC**
3 3435 Wilshire Blvd., Suite 1710
4 Los Angeles, California, 90010
5 Telephone: 818.473.5003
6 Facsimile: 818.476.5619
7 E-mail: contact@slawla.com

8 Attorney for Plaintiff,
9 PEDRO ALEJANDRO CAZARES MAGANA

10 Russell P. Burke, Esq. [SBN 249581]
11 Nicholas R. Ruiz, Esq. [SBN 300419]
12 **Williams, Brodersen, Pritchett & Burke LLP**
13 2222 West Main Street
14 Visalia, California 93291
15 Email: russ@visalialawyers.com
16 Email: nicholas@visalialawyers.com
17 Email: kathryn@visalialawyers.com

18 Attorney for Defendants,
19 HUNDAL FARMS, INC., PARVINDER S. HUNDAL,
20 AMERJIT JOHL-HUNDAL, AND JASKARAN K. HUNDAL

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF MERCED**

23 PEDRO ALEJANDRO CAZARES MAGANA,
24 an individual;

25 Plaintiff,

26 vs.

27 HUNDAL FARMS, INC., a California
28 Corporation; PARVINDER S. HUNDAL, an
individual; AMERJIT JOHL-HUNDAL, an
individual; JASKARAN K. HUNDAL, an
individual; and DOES 1 through 50, inclusive;

Defendant(s).

CASE NO.: 21CV-03390

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING PAGA
SETTLEMENT**

1 Plaintiff PEDRO ALEJANDRO CAZARES MAGANA ("Plaintiff") and Defendants
2 HUNDAL FARMS, INC., and PARVINDER S. HUNDAL ("Defendants") (collectively, "the
3 Parties"), by and through their respective counsel of record, hereby stipulate as follows:

4 **DEFINITIONS**

5 A. "Action" means the civil action titled *MAGANA vs. HUNDAL FARMS, INC., et al.* (the
6 "Action"), filed by Plaintiff on October 1, 2021, and pending in the Merced Superior Court,
7 Case No. 21CV-03390.

8 B. "Agreement" or "Settlement Agreement" means this PAGA Settlement Agreement.

9 C. "Complaint" means the Complaint filed by Plaintiff in the Action, and all amendments thereto.

10 D. "Court" means the Superior Court for the State of California, County of Merced.

11 E. "Covered Period" means the period of time from July 28, 2020 through August 1, 2023.

12 F. "Aggrieved Employees" means any current or former employee of Defendant(s) against whom
13 one or more of the alleged violations was allegedly committed during the Covered Period.

14 G. "Defendants" means the Defendants in this Action: HUNDAL FARMS, INC., a California
15 Corporation; and PARVINDER S. HUNDAL.

16 H. "Effective Date" means the date upon entry of an Order by the Court approving this Settlement
17 Agreement.

18 I. "Defense Counsel" means Russell P. Burke, Esq. and Nicholas R. Ruiz, Esq. of Williams,
19 Brodersen, Pritchett & Burke LLP.

20 J. "Individual Settlement" means the settlement of Plaintiff PEDRO ALEJANDRO CAZARES
21 MAGANA's personal and individual claims against Defendants which are not included in the
22 PAGA Released Claims (defined below) between the parties, and which were brought in the
23 Action, and the settlement agreement in connection thereto.

24 K. "Judgment" means the Order Granting Approval of Settlement and dismissing this Action,
25 with prejudice.

26 L. "LWDA" means the California Labor and Workforce Development Agency.

27 M. "LWDA Payment" means the portion of the payment from the Total Settlement Amount
28 (defined below) to be paid to the LWDA under the Settlement Agreement

1 N. "Net Settlement Amount" means the amount from the Total Settlement Amount that is
2 available for distribution as Settlement Shares to PAGA Settlement Group Members and as
3 the LWDA Payment after deduction for (i) the Representative Plaintiff's Payment (if any), (ii)
4 the Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's
5 fees and expenses. If any Settlement Share check is not timely cashed by a Settlement Group
6 Member, that share will be sent to the California State Controllers' Office Unclaimed Property
7 Fund in the name of the Settlement Group Member.

8 O. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section
9 2698 *et seq.*

10 P. "PAGA Released Claims" means all claims under PAGA that are pled in Plaintiff's Complaint
11 and in the notice to the LWDA that arose during the Covered Period.

12 Q. "PAGA Settlement Group Members" means, based upon Defendants' representation to
13 Plaintiff, the approximately 36 current and former aggrieved employees of Defendants in
14 California during the Covered Period.

15 R. "Plaintiff" means the plaintiff in the Action, PEDRO ALEJANDRO CAZARES MAGANA.

16 S. "Plaintiff's Counsel" means Sarkis Sirmabekian, Esq., of Sirmabekian Law Firm, PC.

17 T. "Released Parties" means Defendants and any present and former parents, subsidiaries,
18 affiliates, owners, shareholders, members, and their respective officers, directors, employees,
19 representatives, insurers, and agents, attorneys, and any other successors, assigns and legal
20 representatives and their related persons and entities.

21 U. "Representative Plaintiff's Payment" means the special payment made to Plaintiff to
22 compensate him for initiating and pursuing the Action, undertaking the risk of liability for
23 attorneys' fees and expenses in the event that he was unsuccessful in the prosecution of the
24 Action.

25 V. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all
26 other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations,
27 debts, expenses, administration costs, damages, civil penalties fines, interest, injuries,
28 compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.

1 W. "Settlement Administrator" means Phoenix Administrators.

2 X. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA
3 Settlement Group Member as provided by this Agreement.

4 Y. "Total Settlement Amount" means the total amount to be paid by Defendants as provided in
5 the Settlement Agreement. The Total Settlement Amount for the PAGA claims is \$25,000.00.
6 The Total Settlement Amount will cover (i) all Settlement Shares to PAGA Settlement Group
7 Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the
8 Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees
9 and expenses. The Total Settlement Amount will be paid in addition to the payments to Plaintiff
10 as agreed under the Individual Settlement Agreement.

11
12 **WHEREAS**, on or about 3/26/2021, Plaintiff by and through Plaintiff's counsel, sent a notice
13 to the California Labor Workforce Development Agency ("LWDA") and all Defendant (the "PAGA
14 Notice") alleging that Defendant engaged in violations of the California Labor Code and California
15 Wage Orders, seeking civil penalties pursuant to the California Labor Code Private Attorneys' General
16 Act ("PAGA");

17 **WHEREAS**, on or about October 1, 2021, Plaintiff filed a Complaint in the California
18 Superior Court for the County of Merced entitled MAGANA vs. HUNDAL FARMS, INC. (the
19 "Action") alleging individual employment claims;

20 **WHEREAS**, a PAGA Settlement was entered into on 9/5/2023 by and between Plaintiff, on
21 behalf of himself and the "Aggrieved Employees" (defined above), on the one hand, and Defendants
22 Hundal Farms, Inc., and Parvinder S. Hundal on the other hand, to memorialize the essential terms of
23 the settlement of Plaintiff's representative claims asserted in the Action.

24 **WHEREAS**, Attached as EXHIBIT 1 is a true and correct copy of the Parties' PAGA
25 settlement;

26 **WHEREAS**, on or about October 1, 2021, Plaintiff filed a Complaint, alleging the following
27 causes of action: (1) Failure to Pay Minimum Wage; (2) Failure to Compensate for All Hours Worked
28 (3) Failure to Pay Overtime Compensation; (4) Failure To Pay Meal Period Compensation; (5) Failure

1 To Rest Period Compensation; (6) Failure to Furnish Accurate Itemized Wage Statements; (7)
2 Failure to Pay Wages Upon Discharge; (8) Statutory Penalties; (9) Failure to Indemnify and Illegal
3 Deductions From Wages; and (10) Unfair Competition;

4 **WHEREAS**, the Settlement Agreement represents a compromise and settlement of highly
5 disputed claims. Nothing in the Settlement Agreement is intended or will be construed as an admission
6 by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff
7 or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendants'
8 defenses in the Action have merit.

9 **WHEREAS**, nothing in The Settlement Agreement nor the acts to be performed or judgments
10 to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff
11 that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, the
12 Aggrieved Employees or any other person. Defendants specifically disclaim any such liability or
13 wrongdoing. Defendants deny the allegations in the Action and specifically deny that any of them
14 have committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable
15 conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further
16 disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any
17 related court documents or orders are not and may not be cited or admitted as evidence of liability.

18 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
19 their respective counsel are of the opinion that the settlement of the PAGA Claims on the terms set
20 forth in the PAGA Settlement Agreement are fair, reasonable, and adequate and is in the best interests
21 of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and circumstances
22 and the risks inherent in litigation;

23 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
24 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
25 Agreement, including that:

26 Within forty-five (45) calendar days, after the Effective Date, the Company shall pay
27 the total sum of \$25,000.00 (the "PAGA Settlement Sum") on account of disputed and alleged civil
28 penalties as follows:

1 A. One-third (1/3) of the PAGA Settlement Sum, \$25,000.00 shall be paid to
2 Plaintiff's counsel Sirmabekian Law Firm PC, for attorneys' fees, \$5,000.00 costs incurred on the
3 PAGA claims, a \$2,975.00 Claims Administrator fee to be deducted in an amount to be determined,
4 and up to \$500.00 to be paid to Plaintiff as the PAGA representative. The Plaintiff's counsel will
5 provide an executed W9 Forms from Plaintiff and Plaintiff's counsel to Defense Counsel;

6 B. The remaining balance after deducting the amount being paid to Settlement
7 Administrator, Plaintiff's counsel for attorneys' fees, costs, and representative Plaintiff's Payment.,
8 \$8,191.67 (the "Net Settlement Amount"), shall be classified for tax purposes as civil penalties ("Civil
9 Penalty Allocation") and Aggrieved Employees, unless otherwise required by law, and shall be
10 distributed as follows:

11 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation, \$6,143.75 shall be
12 paid to the LWDA, which represents civil penalties payable to the LWDA under the PAGA, Labor
13 Code section 2698, *et seq.*;

14 ii. Twenty-Five Percent (25%) of the Civil Penalty Allocation, \$2,047.92 (the
15 "Aggrieved Employee Amount") shall be paid to PAGA members, pursuant to Labor Code 2699(i),
16 divided amongst PAGA Members based on each PAGA Member's respective number of pay periods
17 worked for Defendants in California during the PAGA Period.

18 Phoenix Settlement Administrators shall be the Settlement Administrators. Payments of the
19 PAGA Settlement Amount shall be deposited with the Claims Administrator within 14 days of the
20 Court approving this Stipulation. Payments to PAGA members, the LWDA, Plaintiff, and Plaintiff's
21 Counsel shall be made by the Settlement Administrator within 14 days of the payment by Defendants.
22 All checks to the Alleged Aggrieved Employees will be sent by the Settlement Administrator to each
23 Alleged Aggrieved Employees' last known address on file with Defendants and shall remain valid and
24 negotiable for 180 days from the date of their issuance to Alleged Aggrieved Employees. If any checks
25 are returned as undeliverable, the Settlement Administrator shall make reasonable efforts to obtain an
26 updated address and reissue a check to that Alleged Aggrieved Employee. All funds not claimed within
27 180 days of the initial mailing shall be directed to the State Controller's Office under the Unclaimed
28 Property Statutes in the name(s) of the individual(s) who did not cash his or her check(s). Under no

1 circumstances will Defendants pay any more than the Settlement Amount. The entire Settlement
2 Amount shall be paid on a 1099 basis.

3 **WHEREAS**, Defendants shall separately pay \$45,000.00 for Plaintiff's individual claims in
4 exchange for Plaintiff's: (i) complete and general release and waiver of known and unknown claims
5 under Civil Code section 1542, except as may be prohibited by law, such as claims for workers'
6 compensation benefits. Payment shall be deposited with the Claims Administrator within 45 days of
7 the Approval Date.

8 **WHEREAS**, the Parties will cooperate in seeking approval of the Settlement from the Court.
9 Should the Court decline to approve the PAGA Settlement, this Settlement Agreement will be deemed
10 voidable by any Party to this Agreement, but the Parties agree to work in good faith to restructure the
11 allocation of the Settlement Amount in a manner acceptable to the court and reasonable and acceptable
12 to the Parties.

13 **WHEREAS**, the Parties based on their own independent investigations and evaluations, the
14 Parties and their respective counsel are of the opinion that the settlement for the consideration and on
15 the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interests of the
16 Plaintiff, the PAGA Members, and Defendants in light of all known facts and circumstances and the
17 risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel
18 believes that the settlement amount entered into is in the best interests of the PAGA Members and that
19 the settlement for each PAGA Member is fair, reasonable, and adequate, given the inherent risk of
20 litigation.

21 **WHEREAS**, the Court shall retain jurisdiction to enforce the terms of the PAGA Settlement
22 Agreement pursuant to California Code of Civil Procedure Section 664.6, and the Parties agree to
23 request that the Court retain such jurisdiction over all Parties and PAGA Members, to the fullest extent
24 to enforce and effectuate the terms and intent of this Agreement, including after entry of Judgment, as
25 a part of the Court's Order Approving PAGA Settlement.

26 **WHEREAS**, the Parties and their respective counsel believe and warrant that this Agreement
27 reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement
28 through arms-length negotiations, taking into account all relevant factors, current and potential. The

1 Parties have made such investigation of the facts and the law pertaining to the matters described herein
2 and to this Agreement, as they deem necessary, and have not relied, and do not rely, on any statement,
3 promise, or representation of fact or law, made by any of the other parties, or any of their agents,
4 employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with
5 regard to the advisability of making and executing this Agreement, or with respect to any such matters
6 that would alter or change the terms of this Agreement. No representations, warranties, or inducements
7 have been made to any party concerning this Agreement other than those expressly set forth or referred
8 to herein.

9 **WHEREAS**, Plaintiff understands and agrees that he/she is solely responsible for all his
10 individual tax consequences as a result of this Agreement. PAGA Members are responsible for their
11 own tax liability, if any, for their individual PAGA settlement payments.

12 **WHEREAS**, all notices, demands, or other communications given under this Agreement will
13 be in writing and deemed to have been duly given as of the third calendar day after mailing by United
14 States mail, addressed as follows:

15 *To Plaintiff and the Settlement Group:*

16 Sarkis Sirmabekian
17 Sirmabekian Law Firm,
18 PC3435 Wilshire Blvd., Suite 1710
19 Los Angeles, CA 90010
20 Telephone: (818) 473-5003
21 Facsimile: (818) 476-5619
22 sarkis@slawla.com

23 *To Defendants:*

24 Nicholas R. Ruiz, Esq. [SBN 300419]
25 Williams, Brodersen, Pritchett & Ruiz LLP
26 2222 West Main Street
27 Visalia, California 93291
28

nicholas@visaliaalawyers.com

kathryn@visaliaalawyers.com

NOW THEREFORE, the Parties jointly request that the Court approve the PAGA Settlement set forth in the PAGA Settlement Agreement.

DATED: 10/9, 2023

WILLIAMS, BRODERSEN, PRITCHETT & RUIZ LLP

By:



NICHOLAS R. RUIZ, ESQ.
Attorneys for Defendants

DATED: 10/24, 2023

SIRMABEKIAN LAW FIRM PC

By:



SARKIS SIRMABEKIAN
Attorney for Plaintiff

EXHIBIT 1

[MODEL] PAGA SETTLEMENT AGREEMENT¹

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Pedro Alejandro Cazares Magana (“Plaintiff”) and defendant Hundal Farms, Inc and Parvinder S. Hundal (collectively, “HUNDAL”). The Agreement refers to Plaintiff and HUNDAL collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against HUNDAL, AMERJIT JOHL-HUNDAL and JASKARAN K. HUNDAL, Case No. 21CV-03390 initiated on October 1, 2021 and pending in Superior Court of the State of California, County of MERCED.
- 1.2. “Administrator” means Phoenix Settlement Administrators, 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 a person employed by HUNDAL in California and classified as a current and former non- exempt employee who worked for HUNDAL during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in HUNDAL’s possession including the Aggrieved Employee’s name, last-known mailing address, last 4 digits of 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 Superior Court of California, County of Merced.
- 1.8. “Defense Counsel” means Williams, Brodersen, Pritchett, Burke & Ruiz 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.

“Gross Settlement Amount” means \$25,000 which is the total amount HUNDAL agrees to pay

under the Settlement. Gross Settlement Amount is in addition to a settlement amount for Plaintiff's individual claims as separately agreed upon by the Parties. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

- 1.10. "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.
- 1.11. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.12. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.13. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.14. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.15. "PAGA Counsel" means Sirmabekian Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.16. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.17. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for HUNDAL for at least one day during the PAGA Period.
- 1.18. "PAGA Period" means the period from July 28, 2020 to through the date the parties settled and accepted the mediator's proposal on August 1, 2023.ⁱⁱ
- 1.19. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.20. "PAGA Notice" means Plaintiff's March 26, 2021 letter to HUNDAL and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,047.92) and the 75% to LWDA (\$6,143.75) in settlement of PAGA claims.

- 1.22. "Plaintiff" means Pedro Alejandro Cazares Magana, the named plaintiff in the Action.
- 1.23. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.24. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.25. "Released Parties" means: HUNDAL and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 1, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against HUNDAL for California wage and hour claims, PAGA, penalties, interest. The October 1, 2021 Complaint is the operative complaint in the Action (the "Operative Complaint.")[. HUNDAL denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to HUNDAL and the LWDA by sending the PAGA Notice.
- 2.3. On July 31, 2023,
- ☒ the Parties participated in an all-day Mandatory Settlement Conference presided over by Weldon J. Mattos Jr. which led to this Agreement to settle the Action.
- ☐ _____ (describe alternative means of negotiation) _____.
- 2.4. Prior to ☒ mediation ☐ negotiating the Settlement, Plaintiff obtained, through ☒ formal ☐ informal discovery, payroll records, wage statements, and Plaintiff's personnel file _____.
- 2.5. 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. In addition to individual settlements separately agreed upon between the Parties and, HUNDAL promises to pay \$25,000 and no more as the Gross

Settlement Amount. HUNDAL has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement.ⁱⁱⁱ 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 HUNDAL.

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 Representative and Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$8,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$5,000. An enhancement payment to Plaintiff in the amount of up to \$500. HUNDAL will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment 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 Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds HUNDAL harmless, and indemnifies HUNDAL, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,975.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,975.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$8,191.66 to be paid from the Gross Settlement Amount, with 75% (\$6,143.75) allocated to the LWDA PAGA Payment and 25% (\$2,047.92) allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$2,047.92) 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 taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, HUNDAL estimates there are 36 Aggrieved Employees who worked a total 1,465 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within [15] days, HUNDAL 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. HUNDAL 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 HUNDAL 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. HUNDAL shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than forty-five [45] days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after HUNDAL funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment 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 Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate HUNDAL 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 HUNDAL fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

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

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

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint [,] [and] the PAGA Notice.

5.3 Release by PAGA Counsel:

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

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 Plaintiff's Responsibilities. Plaintiff 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 proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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 Preliminary Approval to the Administrator.

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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators 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 payroll 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES [and ESCALATOR CLAUSE]

Based on its records, HUNDAL estimates that, as of the date of this Settlement Agreement, (1) there are 36 Aggrieved Employees who worked 1,456 Pay Periods during the PAGA Period.^{iv}

9. 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, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, 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.

10. ADDITIONAL PROVISIONS.

10.1 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 HUNDAL that any of the allegations in the Operative Complaint have merit or that HUNDAL has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that HUNDAL'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, HUNDAL reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest HUNDAL'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 effectuate the Settlement and this Agreement).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and HUNDAL, 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.

10.4 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.

10.5 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.

- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, HUNDAL 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.
- 10.7 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.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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. Disputes, if any, shall be resolved by the Superior Court of the State of California in the County of Merced.
- 10.10 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.
- 10.11 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. The Parties and their counsel will not initiate nor respond to public relations or media inquiries about the Settlement. This includes the agreement that the Parties and their counsel will not announce the Settlement on any websites or any other social media networks. Plaintiff and his Counsel agree to maintain the confidentiality of any documents produced, formally or informally, during the course of the Action. Plaintiff and his Counsel agree to return to Defendants' counsel, or destroy, any information designated as confidential during the course of the Action, including settlement discussions. The Parties may publicly file or disclose the terms of this Agreement in the process of obtaining Court Approval of the Agreement
- 10.12 Non-Disparagement. Plaintiff expressly agrees that he will not make any disparaging comments about HUNDAL or its owners to any third party. The agreement set forth in this section shall not apply to obligatory responses to any governmental agency or court inquiries, or obligatory testimony under oath.
- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by HUNDAL in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used

in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from HUNDAL unless, prior to the Administrator's payment of all Settlement Funds, HUNDAL makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.14 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.

10.15 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.

10.16 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 Plaintiff: Sarkis Sirmabekian, Esq.
 SIRMABEKIAN LAW FIRM, PC
 3435 Wilshire Blvd., Suite 1710
 Los Angeles, California 90010
 Telephone: 818.473.5003
 Facsimile: 818.476.5619
 E-mail: *contact@slawla.com*

To HUNDAL: Nicholas R. Ruiz, Esq.
 Williams, Brodersen, Pritchett, Burke & Ruiz LLP
 2222 West Main Street
 Visalia, California 93291
 Telephone: 559-635-9000
 Facsimile: 559-635-9085
 Email: *Nicholas@visalialawyers.com*

10.17 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.

10.18 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.

DocuSigned by:

Pedro Alejandro Cazares Magana 8/5/2023

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Pedro Alejandro Cazares Magana

For Plaintiff

DocuSigned by:

Sarkis Simabekian 8/28/2023

847C4C6AA169454...

Sarkis Simabekian, Esq.

Counsel For Plaintiff

Parvinder S. Hundal

Parvinder S. Hundal

For HUNDAL

Nicholas Ruiz, Esq.

Nicholas Ruiz, Esq.

Counsel For HUNDAL

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (HUNDAL). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

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 PAGA SETTLEMENT

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) below 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: October 24, 2023
 At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

Nicholas R. Ruiz, Esq. [SBN 300419]
Williams, Brodersen, Pritchett & Burke LLP
2222 West Main Street
Visalia, California 93291
Email: nicholas@visalialawyers.com
Email: celene@visalialawyers.com

Attorneys for Defendants

Labor and Workforce Development Agency
("LWDA")
Department of Industrial Relations
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612

Labor and Workforce Development Agency: filed/served online at:
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>