

Farzad Rastegar (SBN 155555)
farzad@rastegarlawgroup.com
RASTEGAR LAW GROUP, APC
22760 Hawthorne Boulevard, Suite 200
Torrance, California 90505
Tel. (310) 961-9600
Fax (310) 961-9094

Attorneys for Plaintiffs Griselda Razon,
and all other current and former aggrieved
employees of Defendants

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

GRISELDA RAZON, individually, and
on behalf of all other similarly situated
current and former employees of
DEFENDANTS,

Plaintiff,

vs.

TOP N CATERING, LLC, a California
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 37-2021-00023578-CU-OE-CTL

*[Assigned for all purposes to the Honorable
Blaine K. Bowman, Dept. C-74]*

CLASS ACTION

**DECLARATION OF FARZAD
RASTEGAR ISO MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 4, 2026

Time: 8:30 a.m.

Dept.: C-74

Reservation No. 100492

DECLARATION OF FARZAD RASTEGAR

1. I am an attorney at law, licensed to practice in the State of California, with Rastegar Law Group, APC, attorneys of record for Griselda Razon, Plaintiff herein. Unless indicated otherwise by context, I have personal knowledge of the facts set forth herein, and if called upon, could and would testify competently thereto.

2. There is a wage and hour class action alleging meal period and rest break violations, non-compliant wage statements, overtime and straight time violations, failure to timely pay wages upon termination, failure to provide notice of sick leave, as well as a derivative

1 cause of action under California’s Unfair Competition Law (“UCL”) and Private Attorneys
2 General Act. (“PAGA”).

3 3. On March 19, 2021, Plaintiff (by counsel) sent a PAGA notice to Defendant
4 indicating its violation of certain Labor Code violations. The case was subsequently filed in San
5 Diego Superior Court on May 27, 2021.

6 4. TOP N CATERING, LLC is a San Diego based company that prepares and
7 distributes lunches to California primary schools for school children. Defendant maintains a
8 corporate headquarters and production/distribution facility in San Diego, California. Defendant
9 employed Plaintiff to work as an hourly non-exempt production employee from approximately
10 July of 2018 to August 28, 2020. Plaintiff was employed by Defendant, and worked as a non-
11 exempt, hourly cashier/counter-service employee. Plaintiff’s core allegations include that she
12 was not provided with compliant meal periods and rest breaks while employed by Defendant,
13 that she was not paid all of the wages to which she was entitled, and that she received non-
14 compliant wage statements. Plaintiff pursues derivative claims under the California Labor Code,
15 PAGA, and the UCL on this basis.

16 5. The parties agreed to mediate the case with David Moeck. In advance of the
17 mediation, Defendants supplied Plaintiff with payroll and timekeeping documents, as well as
18 other information, documents, and data requested by Plaintiff. Plaintiff counsel, William
19 Becker, analyzed the data and made an analysis to use in the mediation.

20 6. The parties held an all-day session of mediation with Mr. Moeck after which the
21 parties resolved this dispute.

22 7. The settlement agreement in the pending action involves a class of: All
23 individuals who are or were employed by Defendant as nonexempt employees in California
24 during the Class Period. Class Period shall mean the period from July 6, 2019 to September 11,
25 2024.

26 8. The material terms of the Settlement Agreement are as follows:

- 27 • Defendant shall pay a total sum not to exceed \$165,000.00;

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- 1 • Attorneys fees of not more than 33.33% of the gross settlement fund
- 2 (\$55,000.00), to be paid from the Settlement;
- 3 • Class Counsels' litigation costs, of up to \$12,000.00, to be paid from the
- 4 Settlement;
- 5 • A Service Payment to the Class Representative in the amount of \$8,000.00 to the
- 6 class representative, to be paid from the Settlement;
- 7 • Costs of Settlement Administration, of up to \$5,950.00, to be paid from the
- 8 Settlement;
- 9 • PAGA payment in the total amount of \$15,000.00, 75% (i.e., \$11,250.00) of
- 10 which will be paid to the California Labor & Workforce Development Agency, the remaining
- 11 25% (i.e., \$3,750.00) to be paid to the PAGA representative group, which is co-extensive with
- 12 the Class.
- 13 • Automatic payment to class members (i.e., no claim forms used, no reversion to
- 14 Defendant).

15 9. Each Settlement Class Member shall be entitled to a portion of the net settlement
16 fund based upon the number of workweeks the Settlement Class Member met the criteria for
17 inclusion in the Settlement Class. Each Class Member shall receive payment of a pro rata
18 portion of the total combined work weeks of all the Settlement Class Members. By way of
19 example, if the net settlement fund is \$54,250.00, and there are a total of 3,500 workweeks
20 between all Settlement Class Members, if Class Member "A" has 100 workweeks, Class
21 Member A's portion of the net settlement fund would be \$500.00 [$\$54,250 \div 3,500 \text{ workweeks} =$
22 $\$15.50 \times 100 = \$1,550.00$]. The Class Settlement Payment to each Class Member will be
23 apportioned as 10% wages, and 90% penalties and interest. The PAGA payment is 100%
24 penalties.

25 10. Settlement checks will remain valid for a period of 180 days. Any funds
26 associated with checks that have not been cashed within one hundred eighty (180) days, will
27 become void and the Individual Settlement Amount associated with the uncashed check will be
28 remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for

1 deposit in the Unclaimed Property Fund in the name of the individual whose check was
2 uncashed.

3 11. Defendant produced time and payroll data, as well as relevant policy documents,
4 for the class. The data was analyzed by Plaintiff's counsel and summary of the relevant data is
5 as follows:

6 **Class Member and Shift Data**

7 Class Members:	76
8 Average hourly rate of pay:	\$13.00
9 Average hours per week	37
10 Average Employees per week	25
11 Workweeks	8,000

12
13 12. We received from Defendant the payroll data outlined above (but not time data),
14 and has constructed a damages model based upon the data and Plaintiff's experience as
15 Defendant's employee.

16 13. We initially calculated the damages exposure based on 8,000 workweeks. Based
17 upon the data we received, Plaintiff's calculation of the maximum potential meal period damages
18 is as follows:

19 **Meal Periods/Rest Periods**

20 14. Based upon the data we received, we calculated the maximum potential damages
21 on the meal period claims amounted to \$208,000 for meal period violation and \$208,000 for rest
22 period violations.

23 15. Wage violation claims involved work performed off-the-clock. Because such
24 work is, by definition, unrecorded, a damages analysis is extremely speculative, at best. Liability
25 and damages would both depend entirely upon anecdotal evidence, and the possibility of expert
26 analysis based upon a survey. However, courts in recent years have been viewing survey
27 evidence with skepticism. Some employees can provide anecdotal evidence that they were
28 forced to work off-the-clock. Others would testify that they never experienced that particular

1 violation. It would appear to be an uphill battle to establish liability and damages for their claim
2 on a class basis. As such, we determined the off-the-clock claims have minimal value in the
3 class action context.

4 16. Plaintiff's Labor Code § 226 claim is derivative of the other claims, such as the
5 meal period claim. Section 226 provides for a civil penalty of \$50 per pay period in which a
6 compliant wage statement is not provided, and a \$100 civil penalty thereafter, with a cap of
7 \$4,000 per employee. We calculated the potential penalties as 4,000 pay periods x \$50 =
8 \$200,000, not applying the \$4,000 limit.

9 17. California Labor Code §203 provides that, as a result of an employer's willful
10 failure to timely pay all wages due to terminated or quitting employees, wages continue to accrue
11 as a penalty until all wages due are paid, or for a period of 30 days, whichever occurs first.
12 Plaintiff's counsel calculated Section 203 penalties to be a total maximum amount of \$159,120.
13 (8 hours \$13.00 x 30 days x 51 former employees)

14 18. We calculated the potential civil penalties pursuant to the Labor Code Private
15 Attorneys General as follows: assuming one violation per pay period, the maximum potential
16 penalties under PAGA amount to: 226.7 Meal/Rest Periods: 4,000 pay periods \$100 =
17 \$400,000.00 Wage Statements: 4000 pay periods x \$100 = \$400,000.00, totaling \$800,000.00.
18 The foregoing describes the maximum estimated potential damages and penalties. As set forth
19 more fully below, Plaintiff discounted these amounts significantly, given Defendant's defenses
20 to the claims, the significant risks of proceeding, and the discretionary nature of the penalties.

21 19. The parties propose that the Court conditionally, pursuant to the terms of the
22 settlement agreement, certify the following class of plaintiffs:

23 All individuals who are or were employed by Defendant as nonexempt employees in
24 California during the Class Period. Class Period shall mean the period from May 27,
25 2017 through January 29, 2024.

26 20. In my opinion, Plaintiff has stated claims of violations of California's Wage and
27 Hour statutes relating to wage payment and meal period policies, amounting to practices
28 applicable to the class as a whole. Therefore, prosecution of this lawsuit as a class action is

appropriate and desirable as an effective and efficient manner in which to remedy a pervasive wrong. *Richmond v. Dart Industries, Inc.* (1981) 29 Cal.3d 462, 477-478.

21. The class members can be ascertained using Defendant's payroll and personnel records.

22. Based upon Defendant's records, Defendant employed approximately 76 class members over the duration of the class period. The California Supreme Court has upheld a class of only 10 individuals. *Bowles v. Superior Court* (1955) 44 Cal.2d 574. The Class, therefore, easily meets the numerosity requirement.

23. In my opinion, the claims of class members are essentially identical. The class consists of kitchen and culinary employees. Plaintiff contends that Defendant had a practice of failing to pay wages owed for non-compliant meal and rest periods, including missed, short and late meal periods, in addition to other, less substantial violations, and as a result, Defendant committed related derivative violations of the Labor Code. On information and belief, Plaintiff, like other putative class members, was employed by Defendant in similar capacities, and contends she suffered similar violations of law. As such, Plaintiff contends her claims are typical of the class.

24. Plaintiff is a former employee of Defendant, who has alleged she was subjected to the unlawful policies and practices set forth in the complaint. Plaintiff has been instrumental in providing the information and evidence used to bring the action and the settlement. There is no conflict between the Plaintiff and the class. Plaintiff's counsel is adequate to represent the Class, and they have significant experience in employment litigation generally, and wage and hour and employment-related class action litigation specifically. Thus, Plaintiff's counsel is adequate to serve as Class Counsel.

25. Plaintiff maintains that common issues of fact and law predominate as to the claims. Plaintiff asserts that all class members had similar job duties as hourly employees, and were subject to similar practices regarding non-compliant meal and rest periods, unpaid wages, and resulting derivative claims for penalties. As a result, Plaintiff contends that the claims arise from Defendant's alleged uniform practices and policies. There would appear to be no questions

1 of law which would vary from employee to employee. Additionally, the majority of factual
2 differences would be in the area of damages. Finally, Defendant conditionally stipulates that for
3 purposes of this motion, class certification is appropriate.

4 26. The gross settlement figure is \$165,000.00. Divided by 76 class members, the
5 gross settlement amount is approximately \$2,171.05 per class member. In my opinion, given the
6 nature of the claims, the defenses to them, the risks regarding certification and possible obstacles
7 to proceeding, this settlement represents a discount that is fair, reasonable, and in the best
8 interests of the class. There are several factors motivating settlement from the Plaintiff's
9 perspective:

10 27. In my opinion, in this case there exists the inherent risks of litigation and risks
11 related specifically to the Plaintiff's contemplated motion for class certification. In my opinion,
12 a motion for class certification could be meritorious. However, the class certification stage is a
13 point of extreme risk. From a practical point of view, the class action is lost if certification is not
14 granted, essentially the same risk involved in going to trial. We considered these risks in
15 evaluating the claims.

16 28. The fact that the Defendants have a facially compliant meal period and rest break
17 *policy* creates a substantial hurdle to class certification. Defendant will argue that, to establish a
18 violation for missed meal periods, a plaintiff must do more than show that a meal break was not
19 taken. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004. Instead, a plaintiff
20 must show the employer impeded, discouraged, or prohibited the employee from taking a proper
21 break, or otherwise failed to release the employee of all control. *Id.* "Thus, the crucial issue with
22 regard to the meal break claim is the reason that a particular employee may have failed to take a
23 meal break." *Washington v. Joe's Crab Shack* (N.D. Cal. 2010) 271 F.R.D. 629, 641; *see also In*
24 *re Walgreen Co. Overtime Cases* (2014) 231 Cal.App.4th 437, 443 (one must "ask why the
25 worker missed the break before you can determine whether the employer is liable"). As a result,
26 Defendant would make the case that determination as to the reasons for the violations (fault of
27 the employer vs. employee choice) would be an individual inquiry with regard to each employee,
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1 thereby making individual questions outweigh common questions. We accounted for these risks
2 should this case proceed and discounted this claim accordingly.

3 29. Plaintiff contends that Class Members could often not take duty-free rest breaks,
4 as required by the California Supreme Court in *Augustus v. ABM Security Servs., Inc.* (2016) 5
5 Cal.5th 257. However, in my opinion, there are substantial risks to proceeding on this claim.
6 Much like meal periods, an employer must “authorize and permit” rest breaks, but it need not
7 ensure all rest breaks are taken. i.e., a rest break voluntarily skipped by an employee does not
8 constitute a violation.

9 30. Additionally, there is no requirement to record rest breaks. The lack of a legal
10 requirement to do so, as well as the fact that, unlike meal periods, a missed punch for a rest break
11 actually taken does not affect payroll, would tend to make the evidence much less persuasive. As
12 a result, absent evidence of a company policy discouraging rest breaks, Defendant will argue that
13 such claims are not amenable to certification. For these reasons, in my opinion, there are
14 significant risks to proceeding on this claim, and that the prospects of both certification and
15 proving damages at trial are minimal at best.

16 31. Plaintiff contends some employees worked off the clock at times. Defendant will
17 likely argue that such claims are, like rest break claims, problematic in the context of a class
18 action, on account of limited nature of the timekeeping records available, and, moreover, because
19 there are no records of the time worked “off the clock.” See *Brinker*, 53 Cal.4th at 1051 (denying
20 certification on claim, noting plaintiff must produce “substantial evidence of a systematic
21 company policy to pressure or require employees to work off-the-clock” to demonstrate that such
22 claims are common to the group.) Defendant will also likely argue that it lacked knowledge of
23 any off the clock work, which is a defense against liability. As a result, in my opinion, there are
24 significant risks to proceeding on this claim, and we ascribed minimal value to this claim.

25 32. The claims for violation of Labor Code Sections 226 (earnings statements) and
26 203 (failure to pay all wages due at termination) are derivative of the meal period and rest break
27 claims. If the underlying claims fail on class certification, summary judgement, or at trial, the
28 derivative claims will fail as well. Should Plaintiff be successful on the underlying claims, the

1 derivative claims have additional elements that must be established. The Section 226 claim
2 requires that the failure to comply must have been “knowing and intentional.” Lab. Code §
3 226(e). The 203 claim requires that the failure to pay all wages due was “willful.” Lab. Code §
4 203(a). A good faith belief in a legal defense precludes any finding of willfulness. *Gonzalez v.*
5 *Downtown LA Motors* (2013) 215 Cal. App. 4th 36, 54. If the company is able to establish that it
6 believed that it was doing everything necessary to comply with meal period and rest break
7 requirements, these penalties may not be available.

8 33. Plaintiff’s PAGA claims are also derivative of the underlying claims and present
9 the same risks, plus additional risks. For example, PAGA states a court has discretion to award a
10 lesser amount than the maximum penalty. Lab. Code § 2699(e)(2); *Thurman v. Bayshore Transit*
11 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award substantially). As
12 set forth above, Defendant has posed valid defenses to the Labor Code claims underlying
13 Plaintiff’s PAGA allegations. Thus, the PAGA claims likewise face significant uncertainty.

14 34. In my opinion, litigating and proving the amount of wages due to each individual
15 class member would be an expensive, time-consuming, and extremely uncertain proposition.
16 With regard to meal periods, as set forth above, the company’s policies are compliant. Liability
17 and damages would likely vary from employee to employee based upon the employees’ and
18 supervisors’ testimony. Additionally, establishing violations and proving the amount due would
19 be very difficult, or potentially impossible, to accomplish. Obtaining the cooperation of
20 employees is always a difficult task, given the reluctance to openly aid the prosecution of a
21 lawsuit against the company. In contrast is the relative ease with which the company is able to
22 obtain the cooperation of its employees.

23 35. Finally, in my opinion, this class action is, from a practical point of view, the only
24 avenue of recovery that is reasonably likely to result in any recovery for employees of
25 Defendant. In my opinion, without this Class Action, Defendant will end up paying only a small
26 fraction (if anything at all) of the money that Plaintiff contends is due and owing to Class
27 Members.

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1 36. The Settlement Agreement provides for an enhancement for the Class
2 Representative in an amount up to \$8,000.00. In my opinion, the information and assistance
3 provided by the Class Representative was instrumental in litigating the wage and hour violations
4 alleged in this action, and the recovery provided for in the Settlement Agreement would have
5 been impossible to obtain without her willingness to act as a class representative. Specifically,
6 Ms. Nieves met with us at our office to discuss the theory of the case. She frequently called the
7 office to inquire as the case status. She introduced us to other class members. She attended the
8 mediation and offered important information. She has communicated the status of the class to
9 class members and has been helpful in ascertaining the degree of support for the litigation.

10 This Class Action would not have been possible without the aid of the Class
11 Representative, who put her own time and effort into this litigation, and placed herself at
12 personal and financial risk for the sake of the class members. Furthermore, in my opinion, the
13 enhancement is necessary to provide motivation for individuals such as Plaintiff to bring an
14 action on behalf of the other employees, incurring the additional time and expense involved.

15 If the Plaintiff's own individual wage and hour claims will not be paid in full, which is
16 usually the case, asking individuals such as Plaintiff to give up part of their own claims would
17 make bringing a class action an extremely difficult proposition, from a practical perspective.
18 Class actions entail not only the expenditure of time and money, but also risks, including risks to
19 current or future employment, and the risk of a potentially devastating cost judgment if the action
20 is ultimately unsuccessful.

21 37. In my experience, courts routinely grant approval of class action settlement
22 agreements containing enhancements for the class representatives, which are necessary to
23 provide incentive to represent the class, and are appropriate given the benefit the class
24 representatives help to bring about for the class. Enhancements are especially appropriate where
25 the plaintiffs are present or past employees whose present positions or employment credentials or
26 recommendation may be at risk by reason of having prosecuted the suit, who therefore lend their
27 names and efforts to the prosecution of litigation at some personal peril. *Roberts v. Texaco*
28 (S.D.N.Y. 1997) 979 F.Supp. 185. In my opinion, obtaining recovery for the class would have

1 been impossible without the participation and involvement of the Class Representative, and the
2 risks she undertook on behalf of the absent class members. An incentive award of \$8,000.00 is
3 reasonable to compensate her for her willingness to pursue and assist in this litigation, which
4 would not have been possible without her contribution.

5 38. The Settlement Agreement provides for attorneys' fees to Class Counsel of
6 33.33% of the gross settlement (\$55,000.00 in fees) and litigation costs and expenses, estimated
7 to be not more than approximately \$5,9500.00. The contingency fee percentage is less than my
8 firm's contingency fee percentage charged in other employment cases. The fee is supported by
9 the "common fund theory," where "one who expends attorneys fees in winning a suit which
10 creates a fund from which others derive benefits, may require those passive beneficiaries to bear
11 a fair share of the litigation costs." *Serrano v. Priest* (1977) 20 Cal.3d 25, 35. See also *Quinn v.*
12 *State of California* (1975) 15 Cal.3d 162, and *Samura v. Kaiser Foundation Health Plan, Inc.*
13 (1993) 17 Cal.App.4th 1284. In my opinion, the fee and costs provisions are clearly reasonable.
14 The attorneys in my firm are qualified to handle this litigation because we are experienced in
15 litigating Labor Code violations in both single and class actions. My firm is made up of attorneys
16 generally representing the plaintiffs' side in employment cases, currently handling a number of
17 wage and hour class actions.

18 39. More specifically, Rastegar Law Group, APC (and its predecessor firm Rastegar
19 & Matern), has litigated many cases against some of the largest law firms in the country. The
20 attorneys in our firm have litigated numerous Plaintiffs' wage and hour class action cases, as
21 well as individual employment cases. The attorneys in our firm are all actively and continuously
22 practicing in employment litigation, representing almost entirely employee Plaintiffs, in both
23 individual and class actions, in Superior Courts throughout the State, in the Court of Appeal, and
24 in various Federal courts. In my opinion, our efforts have resulted in substantial benefits to the
25 settlement class, in the form of a substantial settlement fund established to compensate
26 settlement class members for unpaid wages, and meal period and derivative violations. In my
27 opinion, without our efforts, the Labor Code and Wage Order violations alleged in the Complaint

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1 would likely have gone completely unremedied. In my opinion, the percentage fee requested
2 (33.33%) is reasonable.

3 40. I received a B. A. in Economics in 1986 from UCLA. I received a J.D. from
4 Southwestern University School of Law in 1991. I became an Active Member of the State Bar of
5 California in December 1991, and have been an Active Member in good standing continuously
6 since then. I am a lifetime sustaining member of the Consumer Attorneys Association of Los
7 Angeles (CAALA), a current member of the National Employment Lawyers Association
8 (NELA), the California Employment Lawyers Association (CELA), and the National Trial
9 Lawyers' Wage and Hour Trial Lawyers Association. I have also been named as one of the
10 Super Lawyers of Southern California.

11 41. In 2010, I founded Rastegar Law Group, A Professional Corporation ("Rastegar
12 Law Group"). Prior to starting Rastegar Law Group, in 1999, I was a founding partner of
13 Rastegar & Matern, Attorneys at Law, A Professional Corporation ("Rastegar & Matern"). In
14 1992, I founded the general partnership which was the predecessor of Rastegar & Matern,
15 Attorneys at Law, A Professional Corporation, where I acted as the managing partner of the firm
16 since its inception.

17 42. Douglas W. Perlman received a B.A. in Philosophy from the University of
18 California at Irvine in 1990. He received his J.D. from the University of California at Davis in
19 1993. He became an active member of the State Bar of California in December, 1993, has been
20 an active member in good standing since then, and is also admitted to practice before all U.S.
21 District Courts in the State of California. He has been continuously active in employment
22 litigation on the plaintiffs' side since January, 1994, and in employment class action litigation
23 since approximately 2004. He has been practicing with Rastegar Law Group, APC, since 2010,
24 and with its predecessor law firm, Rastegar & Matern, since January, 1996.

25 43. Rastegar Law Group, and Rastegar & Matern previously, both have and had a
26 heavy emphasis on employment law and related litigation. The attorneys at Rastegar Law Group
27 have been substantially, successfully, and continuously involved in active litigation and trial

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work, including without limitation, wage and hour class action litigation, employees' rights, civil rights, discrimination, and sexual harassment claims, and other forms of employment litigation.

44. Including myself, Rastegar Law Group includes five attorneys, all of whom are actively and continuously practicing in employment litigation, representing almost entirely employee plaintiffs, in both individual and class actions, in this Superior Court, and other Superior Courts throughout the State, in the Court of Appeal, and in various Federal courts. The attorneys at Rastegar Law Group have litigated hundreds of cases against the largest firms in the country, including but not limited to Gibson Dunn & Crutcher, O'Melveny & Myers, Morrison & Foerster, Littler Mendelson, Jackson Lewis LLP, Kecker & Van Nest, DLA Piper and Skadden Arps. Because of the unique herstory and nature of our practice, all of the attorneys at Rastegar Law Group have a high level of knowledge and experience in areas of wage and hour class actions, and labor and employment law. Currently, more than half of Rastegar Law Group's active caseload includes wage and hour class action cases. In addition to the foregoing, Rastegar Law Group currently includes attorneys with the following qualifications:

- a. Thomas S. Campbell, Southwestern University School of Law, over 25 years of litigation experience;
- b. Doug Perlman, King Hall, University of California Davis School of Law, over 30 years of litigation experience;
- c. Jason Rastegar, Loyola Law School, 2024 admittee;
- d. Chloe Rastegar, USC Law School, 2025 admittee.

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45. Rastegar Law Group is qualified to handle this litigation because we are experienced in litigating Labor Code violations in both individual and class actions. I, and the other attorneys at my office, have served as class counsel in numerous wage and hour class actions, and have successfully negotiated numerous settlements, including high seven-figure cases, amounting to over \$100 million in settlements.

46. Rastegar Law Group has published appellate victories, which have significantly advanced the rights of employees, including *Yocupicio v. PAE Group, LLC, et al.* (9th Cir. 2015)

795 F.3d 1057 (holding that non-class claims, such as claims under the California Private Attorney General Act, cannot be sued to calculate CAFA's amount in controversy); *Rodriguez v. EME, Inc.* (2016) 246 Cal.App.4th 1027 (defining the permissibility of combining rest periods) – as well as other non-published appellate victories.

47. Our predecessor firm, Rastegar & Matern, had a number of published appellate victories including several published opinions - *Franco v. Athens Disposal Company, Inc.* (March 10, 2009) 171 Cal.App.4th 1277; *Gutierrez v. California Commerce Club* (August 2, 2010) 187 Cal.App.4th 969; *Pantoja v. Anton* (August 9, 2011) 198 Cal.App.4th 87; *Fuentes v. Autozone, Inc.* (November 16, 2011) 200 Cal.App.4th 1221; *Ventura v. ABM Industries, Inc.* (2012) 212 Cal.App.4th 258; *Franco v. Arakelian Enterprises, Inc.* (2012) 211 Cal.App.4th 314 – and other non-published appellate victories. Moreover, Rastegar & Matern was successful in procuring class certification of a number of wage and hour class action lawsuits, i.e., *Gutierrez v. Dynaflex Products*, Case No. BC 368749; *Garmendia v. Fortune Fashions Industries, LLC*, Case No. BC 389960; *Mendoza v. National Gypsum Services Company*, Case No. BC366877; two cases in the Superior Court for the County of San Bernardino, including *Oliva v. Coronado Stone*, Case No. CIVSS806131 and *Suchilt v. Syed Irfan Ahmad*, Case No. CIVDS1010505; one in the Superior Court for the County of Los Angeles, *Gutierrez v. California Commerce Club*, Case No. BC360704; one in the Superior Court for the County of Riverside, *Sanchez v. Jose's Mexican Food, Inc.*, Case No. RIC1213710; and one in the District Court for the Southern District of California, *Hines v. KFC U.S. Properties, Inc.*, Case No. 3:09-cv-02422.

48. In addition to numerous individual employment cases, we have handled a number of wage and hour class actions in which we have been approved as class counsel, including the following:

Garcia, et al. vs. Vallarta Supermarkets, LASC Case No. BC 364990;

Piceno, et al. vs. Tacos Mexico, LASC Case No. BC 322566;

Bowen, et al. vs. Central Freight Lines, Riverside County Superior Court Case No. RIC 428089;

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1 *Onofre vs. Children's Hospital of Orange County*, Orange County Superior Court Case
2 No. 30-2008-00180057;

3 *Beaver vs. Living Spaces*, transferred to San Bernardino County Superior Court and
4 consolidated, LASC Case No. BC 369733, SBCSC Case No. CIVRS 700036;

5 *Parking Concepts Coordinated Class Actions*, LASC Case No. JCCP: 4531;

6 *Castillo Guardado, et al. vs. The Cheesecake Factory*, LASC Case No. BC 360426;

7 *Echeverria et al. vs. Adir International, Inc.*, LASC Case No. 395380;

8 *Gonzalez et al. vs. Color Spot*, LASC Case No. BC 370189;

9 *Espinoza-Alcala vs. Continental Exchange Solutions, Inc.*, Orange County Superior Court
10 Case No. 30-2012-00554478-CU-OE-CXC.

11 *Rivera (Cardoza) vs. Bodega Latina Corporation*, LASC Case No. BC 418611 (c/w BC
12 425240);

13 *Hurtado vs. Bartell Hotels, et al.*, San Diego County Superior Court Case No. 37-2014-
14 00013728-CU-OE-CTL;

15 *Rodriguez et al. vs. Equinox, et al.*, LASC Case No. BC 437283;

16 *Quiroz et al. vs. SWH Corporation, dba Mimi's Café*, Orange County Superior Court
17 Case No. 30-2011-00493645-CU-OE-CXC;

18 *Gonzalez vs. Millennium Biomedical, Inc.*, LASC Case No. BC544105;

19 *Garcia vs. Bryant Rubber Corp.*, LASC Case No. BC578649;

20 *Fernandez vs. Morgan Truck Body*, Riverside County Superior Court Case No. RIC
21 1308626;

22 *Valencia vs. Apex Personnel Solutions, and Repet, Inc.*, San Bernardino County Superior
23 Court Case No. CIVRS1307368;

24 *Villar v. ConAgra Foods, Inc.*, U.S. District Court, Central District of California (Lead)
25 Case No. 2:16-cv-0631-FMO-AJW;

26 *Hector Wright v. Dallo & Co.*, San Diego Superior Court Case No. 37-2014-00027525-
27 CU-OE-CTL;

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1 *Giselle Pineda v. Fred Loya Insurance Agency, Inc.*, (class arbitration) JAMS REF. No.
2 1220050736;

3 *Salvador Ochoa v. CKE Holdings, Inc.*, Los Angeles County Superior Court Case No.
4 BC623041;

5 *Inocencio Ventura v. Versum Materials, Inc.*, Los Angeles County Superior Court Case
6 No. Case No.: 19STCV10916;

7 *Brenda Arguelles v. Hospitality Staffing Solutions, LLC*, San Diego County Superior
8 Court Case No. 37-2017-00029158-CU-OE-CTL;

9 *Dalila Valencia v. Vista Hill Foundation*, San Diego County Superior Court Case No. 37-
10 2021-00012102-CU-OE-CTL;

11 *Anthony Robles, et al. v. Pepsico Beverage Sales Co.*, San Bernardino County Superior
12 Court Case No. CIVSB2204715;

13 *Ivan Gaspar, et al. vs. The World Protection Group, Inc.*, Los Angeles County Superior
14 Court Case No. 20STCV15153;

15 *Luis Joel Pineda vs. Lithographix, Inc.*, Los Angeles County Superior Court Case No.
16 BC612372.

17 49. Rastegar Law Group has extensive experience working with Phoenix Class
18 Administrators regarding the administration of class action cases. Phoenix Class Administrators
19 has administered more than thirty (30) cases in which Rastegar Law Group was appointed Class
20 Counsel and has provided excellent service with competitive pricing. I have been fully satisfied
21 with their work, and in my opinion Phoenix Class Administrators is well qualified to administer
22 the instant Class Action Settlement.

23 50. In my opinion, the Settlement Agreement is fair and reasonable, and represents an
24 excellent opportunity for the employees of Top N Catering to obtain recovery for unpaid wages,
25 and for meal and rest period and derivative violations. The gross settlement amount, 165,000.00,
26 is approximately \$2,171.05 per Class Member. For the reasons set forth above and in the Joint
27 Stipulation of Class Action Settlement filed concurrently herewith, Plaintiff respectfully requests
28 that her Motion for Preliminary Approval of Class Action Settlement be granted.

EXHIBIT 1

1 **RASTEGAR LAW GROUP, APC**

2 Farzad Rastegar (SBN 155555)

3 farzad@rastegarlawgroup.com

4 22760 Hawthorne Blvd, Suite 200

5 Torrance, California 90505

6 Phone: 310-961-9600

7 Fax: 310-961-9094

8 Attorneys for Griselda Razon

9 Individually and on behalf of all other similarly

10 Situated current and former employees

11 *Additional Counsel Listed on Next Page*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN DIEGO**

14 GRISELDA RAZON, individually, and on
15 behalf of all other similarly situated current and
16 former employees of DEFENDANTS,

17 Plaintiff,

18 vs.

19 TOP N CATERING, LLC, a California limited
20 liability company; and DOES 1 through 50,
21 inclusive,

22 Defendants.

Case No.: 37-2021-00023578-CU-OE-CTL

Joint Stipulation of Settlement and Release

1 McDOUGAL BOEHMER FOLEY
2 LYON MITCHELL & ERICKSON
3 Steven E. Boehmer (SBN 144817)
4 sboehmer@mcdougallawfirm.com
5 8100 La Mesa Blvd., Suite 200
6 La Mesa, California 91942
7 Telephone: (619) 440-4444
8 Facsimile: (619) 440-4907

9 Attorneys for Defendant, Top N Catering, LLC
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1 **SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION**

2 This Settlement Agreement and Release of Class Action (“Settlement Agreement”) is made and
3 entered into by: (1) Plaintiff Griselda Razon (“Plaintiff”), individually and in her representative
4 capacity on behalf of the Settlement Class, as defined below, and as a private attorney general on behalf
5 of the State of California; and (2) Defendant Top N Catering, LLC (“Defendant”). Plaintiff and
6 Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is subject to
7 the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and
8 (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-
9 wide basis subject to the following terms and conditions. As detailed below, if the Court does not enter
10 an order granting final approval of this Settlement Agreement or the conditions precedent are not met
11 for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

12 **1. DEFINITIONS**

13 As used in this Settlement Agreement, the following terms shall have the meanings specified
14 below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined
15 below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into
16 this definition section.

17 **1.1. ACTION**

18 “Action” shall mean the following civil action: *Griselda Razon v. Top N Catering, LLC, SDSC*
19 *Case No.: 37-2021-00023578-CU-OE-CTL*, currently pending before the Superior Court of the State
20 of California for the County of San Diego.

21 **1.2. ADMINISTRATIVE EXPENSES**

22 “Administrative Expenses” shall include all costs and expenses associated with and paid to the
23 third-party settlement administrator, which are estimated not to exceed \$5,950.00.

24 **1.3. APPLICABLE WAGE ORDER**

25 “Applicable Wage Order” shall mean the California Industrial Welfare Commission (“IWC”)
26 Wage Order applicable to the facts of this case, including IWC Wage Order 5-2001 and others that
27 may be applicable. (Cal. Code of Regs., Tit. 8, § 11160.)
28

1 **1.4. CLAIMS**

2 “Claims” shall mean the claims asserted in the Action or reasonably could have been asserted
3 therein.

4 **1.5. CLASS ATTORNEY FEES AND EXPENSES**

5 “Class Attorney Fees and Expenses” shall mean the portion of the Gross Settlement Amount
6 attributable to attorney fees and litigation expenses. The Parties agree that the fee-portion of the Class
7 Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount of \$165,000.00
8 (i.e., \$55,000), as approved by the Court, and the award of costs and expenses shall be up to an
9 additional \$12,000.00.

10 **1.6. CLASS COUNSEL**

11 “Class Counsel” shall mean Farzad Rastegar of Rastegar Law Group, APC.

12 **1.7. CLASS MEMBER**

13 “Class Member” shall mean any person who is a prospective member of the Settlement Class,
14 or, if such person is incompetent or deceased, the person’s legal guardian, executor, heir, or successor-
15 in-interest.

16 **1.8. CLASS NOTICE**

17 “Class Notice” shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the
18 form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to
19 Class Members along with the Share Form.

20 **1.9. CLASS PARTICIPANT(S)**

21 “Class Participant(s)” shall mean all Class Members who do not timely request exclusion from
22 the Class Settlement.

23 **1.10. CLASS PERIOD**

24 “Class Period” shall mean the period from May 27, 2017 to January 29, 2024.

25 **1.11. CLASS REPRESENTATIVE**

26 “Class Representative” shall mean Plaintiff Griselda Razon.

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28 ///

1 **1.12. CLASS SETTLEMENT**

2 “Class Settlement” shall mean the settlement embodied in this Settlement Agreement, which is
3 subject to Court approval.

4 **1.13. COMPLAINT**

5 “Complaint” shall mean the currently-operative complaint in the Action.

6 **1.14. COURT**

7 “Court” shall mean the Superior Court of the State of California for the County of San Diego.

8 **1.15. DEFENDANT**

9 “Defendant” shall mean Defendant Top N Catering, LLC.

10 **1.16. DEFENSE COUNSEL**

11 “Defense Counsel” shall mean the attorneys representing Defendant, Steven E. Boehmer of
12 McDougal Boehmer Foley Lyon Mitchell & Erickson.

13 **1.17. EFFECTIVE DATE**

14 “Effective Date” shall be the date when all of the following events have occurred: **(a)** this
15 Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel;
16 **(b)** the Court has given preliminary approval to the Class Settlement; **(c)** notice has been given to the
17 Settlement Class providing them with an opportunity to request exclusion from the Class Settlement;
18 **(d)** the Court has held a Final Approval and Fairness Hearing and entered a final order and judgment
19 certifying the Settlement Class and approving this Settlement Agreement; and **(e)** the later of the
20 following events: **(i)** the expiration of the period for filing any appeal, writ, or other appellate
21 proceeding opposing the Class Settlement has elapsed without any appeal, writ, or other appellate
22 proceeding having been filed; **(ii)** the dismissal of any appeal, writ, or other appellate proceeding
23 opposing the Class Settlement with no right to pursue further remedies or relief; or **(iii)** any appeal,
24 writ, or the issuance of such other final appellate order upholding the Court’s final order with no right
25 to pursue further remedies or relief. In this regard, it is the intention of the Parties that the Class
26 Settlement shall not become effective until the Court’s order approving the Class Settlement is
27 completely final and there is no further recourse by an appellant or objector who seeks to contest the
28 Class Settlement. If no objections are filed, the Effective Date shall be after steps (a) through (d) are

completed (i.e., the date that the court has entered a final order and judgment certifying the Settlement Class and approving this Settlement Agreement).

1.18. EMPLOYEE’S TAXES AND REQUIRED WITHHOLDING

“Employee’s Taxes and Required Withholding” shall mean the employee’s share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), State Disability Insurance (SDI) and/or the State Unemployment Tax Act (SUTA) on the portion of any Class Participant’s Individual Settlement Amount that constitutes wages. The Employee’s Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

1.19. EMPLOYER’S TAXES

“Employer’s Taxes” shall mean and refer to Defendant’s share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Class Participant’s Individual Settlement Amount that constitutes wages. The Employer’s Taxes shall be separately paid by Defendant and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

1.20. ESCALATOR CLAUSE

“Escalator Clause” shall mean the proportional increase to the total amount of the Gross Settlement Amount based upon the proportional increase in the number of Class Participants.

1.21. FINAL APPROVAL AND FAIRNESS HEARING

“Final Approval and Fairness Hearing” shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.22. GROSS SETTLEMENT AMOUNT

“Gross Settlement Amount” is the agreed upon non-reversionary settlement amount totaling \$165,000.00 to be paid by Defendant in full settlement of the Released Claims asserted in this case, inclusive of the Administrative Expenses, the Employee’s Taxes and Required Withholdings, the Class Attorney Fees and Expenses, the Incentive Award, and PAGA Payment, Class Settlement payment, and Individual Settlement Amount. Defendant shall separately pay its share of the Employer’s Taxes

1 in addition to the Gross Settlement Amount on the portion of each Individual Settlement Amount
2 allocated as wages.

3 **1.23. HEARING ON PRELIMINARY APPROVAL**

4 “Hearing on Preliminary Approval” shall mean the hearing held on the motion for preliminary
5 approval of the Class Settlement.

6 **1.24. INCENTIVE AWARD**

7 “Incentive Award” shall mean any additional monetary payment provided to the Class
8 Representative for her efforts and risks on behalf of the Settlement Class in this Action.

9 **1.25. INDIVIDUAL SETTLEMENT AMOUNT**

10 “Individual Settlement Amount” shall mean the amount which is ultimately distributed to each
11 Class Participant, less any Employee’s Taxes and Required Withholdings. The Individual Settlement
12 Amount does not include any portion of the PAGA Payment.

13 **1.26. NET SETTLEMENT AMOUNT**

14 “Net Settlement Amount” shall mean the Gross Settlement Amount minus: Administrative
15 Expenses; Class Attorney Fees and Expenses; 75% of the share of the PAGA Payment allocated toward
16 penalties pursuant to the Labor Code Private Attorney General Act of 2004 (“PAGA”), codified at
17 Labor Code sections 2698 through 2699.6, which are payable to the California Labor and Workforce
18 Development Agency (“LWDA”); and Plaintiff’s Incentive Award.

19 **1.27. OPT OUT**

20 “Opt Out” shall refer to the process of submitting a timely and valid request for exclusion from
21 the Class Settlement in accordance with the terms of the Class Notice and no later than the Response
22 Deadline.

23 **1.28. OPT-OUTS**

24 “Opt-Outs” shall mean all persons who timely and validly request exclusion from the Class
25 Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

26 **1.29. PAGA PAYMENT**

27 “PAGA Payment” means the penalties pursuant to PAGA that the Parties have agreed is a
28 reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is

1 \$15,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699
2 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$11,250.00) to the LWDA and
3 twenty-five percent (25%) (i.e., \$3,750.00) to the PAGA Settlement Class. Class Counsel shall give
4 timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699,
5 subdivision (l)(2).

6 **1.30. PAGA PERIOD**

7 “PAGA Period” shall mean the period from March 19, 2020 until January 29, 2024.

8 **1.31. PAGA SETTLEMENT CLASS**

9 “PAGA Settlement Class” shall mean all individuals who are or were employed by Defendant
10 as non-exempt employees in California during the PAGA Period.

11 **1.32. PARTIES**

12 “Parties” shall mean Plaintiff and Defendant.

13 **1.33. PLAINTIFF**

14 “Plaintiff” shall mean Plaintiff Griselda Razon.

15 **1.34. PRELIMINARY APPROVAL DATE**

16 “Preliminary Approval Date” shall mean the date upon which the Court enters an order
17 preliminarily approving this Settlement Agreement.

18 **1.35. RELEASED CLAIMS**

19 “Released Claims” shall mean those claims that were alleged, or reasonably could have been
20 alleged, arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to
21 the LWDA, which arose during the Class Period, including, but not limited to, claims for: **(1)** Failure
22 to provide meal periods [Cal. Lab. Code §§ 226.7, 512]; **(2)** Failure to authorize and permit rest breaks
23 [Cal. Lab. Code §§ 226.7]; **(3)** Failure to pay minimum and straight time wages [Cal. Lab. Code §§
24 204, 1194, 1194.2, and 1197]; **(4)** Failure to pay overtime compensation [Cal. Lab. Code §§ 1194 and
25 1198]; **(5)** Failure to provide accurate itemized wage statements [Cal. Lab. Code § 226]; **(6)** Failure to
26 timely pay final wages at termination [Cal. Lab. Code §§ 201-203]; **(7)** Unfair Business Practices [Cal.
27 Bus. & Prof. Code §§ 17200, et seq.]; **(8)** Civil Penalties Under PAGA [Cal. Lab. Code §§ 2698-2699,
28 et seq.]; and **(9)** all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing,

1 as well as claims, including but not limited to, under the California Labor Code, California Industrial
2 Welfare Commission Applicable Wage Orders, regulations, and/or other provisions of law, failure to
3 pay overtime at the regular rate, failure to pay double time wages, failure to provide meal periods
4 premium pay, failure to provide rest periods premium pay, failure to timely pay wages during
5 employment, failure to maintain requisite payroll records, and failure to reimburse business expenses,
6 including but not limited to Labor Code sections 204, 510, 512, 558, 558.1, 1174, 1198 and 2802, and
7 any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts,
8 obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever
9 kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a
10 result of this Settlement by any Class Member.

11 No other claims are released other than those claims specifically plead in the Complaint or
12 otherwise specifically identified herein. This Settlement Agreement will not release any person, party,
13 or entity from claims, if any, by Class Members for workers compensation, unemployment insurance,
14 or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which
15 may be possessed by Class Members under state or federal discrimination statutes, including, without
16 limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh
17 Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of
18 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the
19 Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their
20 implementing regulations and interpretive guidelines.

21 **1.36. RELEASED PARTIES**

22 “Released Parties” shall mean Defendant and all of Defendant’s past, present, and future parent
23 companies, divisions, subsidiaries, affiliates, related corporations and entities, members, shareholders,
24 directors, officers, executives, investors, employees, insurers, reinsurers, lenders, mortgage holders,
25 predecessors, successors, and any partners, joint venturers, legal representatives, advisors, suppliers,
26 manufacturers, designers, heirs, administrators, trusts, trustees, co-trustees, family members,
27 beneficiaries, creditors, advisors, subcontractors, materialman, consultants, assigns, agents, attorneys,
28 and representatives.

1 **1.37. RELEASING PARTIES**

2 “Releasing Parties” shall mean Plaintiff, every Class Participant, Class Settlement Class, and
3 PAGA Settlement Class on behalf of themselves, and all persons purporting to act on their behalf or
4 purporting to assert a claim under or through them, including, but not limited to, their respective former
5 and present dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators,
6 agents, attorneys, trustees, conservators, guardians, personal representatives, and successors-in-
7 interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type
8 or in any other capacity.

9 **1.38. RESPONSE DEADLINE**

10 “Response Deadline” shall mean the date forty-five (45) days following the date on which the
11 Settlement Administrator first mails Class Notice to the Class Members and the last day on which Class
12 Members may submit a request for exclusion and/or objection to Class Settlement.

13 **1.39. SETTLEMENT ADMINISTRATOR**

14 “Settlement Administrator” shall mean Phoenix Class Action Administration Solutions. (or
15 other administrator agreed on by the parties) which the Parties have agreed will be responsible for
16 administration of the Class Settlement and related matters.

17 **1.40. SETTLEMENT CLASS**

18 “Settlement Class” shall mean all individuals who are or were employed by Defendant as non-
19 exempt employees in California during the Class Period.

20 **1.41. SETTLEMENT ALLOCATION FORM**

21 “Settlement Allocation Form” shall mean the *Class Action Settlement Allocation Form*, as set
22 forth in the form of **Exhibit 2** attached hereto, or as otherwise approved by the Court, which is to be
23 mailed to Class Members along with the Class Notice.

24 **2. FACTUAL AND PROCEDURAL BACKGROUND**

25 **2.1. PLAINTIFF’S CLAIMS**

26 Plaintiff, individually and in her representative capacity on behalf of the Settlement Class, and
27 as a private attorney general on behalf of the State of California, has alleged the following violations:
28 **(1)** Failure to provide meal periods [Cal. Lab. Code §§ 226.7, 512]; **(2)** Failure to authorize and permit

1 rest breaks [Cal. Lab. Code §§ 226.7]; **(3)** Failure to pay minimum and straight time wages [Cal. Lab.
2 Code §§ 204, 1194, 1194.2, and 1197]; **(4)** Failure to pay overtime compensation [Cal. Lab. Code §§
3 1194 and 1198]; **(5)** Failure to provide accurate itemized wage statements [Cal. Lab. Code § 226]; **(6)**
4 Failure to timely pay final wages at termination [Cal. Lab. Code §§ 201-203]; **(7)** Unfair Business
5 Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; **(8)** Civil Penalties Under PAGA [Cal. Lab. Code
6 § 2699, et seq.]; and **(9)** all claims for liquidated damages, penalties, interest, fees, costs based on the
7 foregoing.

8 **2.2. DISCOVERY, INVESTIGATION, RESEARCH, AND MEDIATION**

9 Class Counsel has conducted significant informal discovery during the prosecution of the
10 Action. This discovery, investigation, and prosecution has included, among other things, **(a)** over a
11 dozen telephonic conferences with Class Members; **(b)** inspection and analysis of hundreds of pages
12 of documents and other information produced by Plaintiff and Defendant; **(c)** analysis of employment
13 data from a sample of Class Members; **(d)** an analysis of the legal positions taken by Defendant;
14 **(d)** investigation into the viability of class treatment of the claims asserted in the Action; **(e)** analysis
15 of potential class-wide damages, including information sufficient to understand Defendant's potential
16 defenses to Plaintiff's claims; **(f)** research of the applicable law with respect to the claims asserted in
17 the Complaint and the potential defenses thereto; **(g)** at least twenty-five phone calls and emails
18 between defense and plaintiff counsel; and **(h)** assembling and analyzing of data for calculating
19 damages.

20 Class Counsel and the Class Representative have vigorously prosecuted this case, and
21 Defendant has vigorously contested it. The Parties have engaged in sufficient investigation and
22 discovery to assess the relative merits of the claims of the Class Representative and of the defenses to
23 them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation
24 with an experienced employment law mediator, David Moeck which culminated in a settlement in
25 principle, the terms of which are elaborated in this Settlement Agreement.

26 ///

27 ///

28 /// [paragraph 2.3 on next page.]

1 **2.3. ALLEGATIONS OF THE CLASS REPRESENTATIVE AND BENEFITS OF**
2 **CLASS SETTLEMENT**

3 The document and data exchange in this matter, as well as discussions between counsel, have
4 been adequate to give the Class Representative and Class Counsel a sound understanding of the merits
5 of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery
6 conducted in this Action and the information exchanged by the Parties through pre-mediation
7 discussions are sufficient to reliably assess the merits of the Parties' respective positions and to
8 compromise the issues on a fair and equitable basis.

9 The Class Representative and Class Counsel believe that the claims, causes of action,
10 allegations, and contentions asserted in the Action have merit. However, the Class Representative and
11 Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings
12 necessary to prosecute the Action against Defendant through trial and through appeals. Class Counsel
13 has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex
14 actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential
15 difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class.
16 Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims
17 alleged in the Action.

18 The Class Representative and Class Counsel believe that the settlement set forth in this
19 Settlement Agreement confers substantial benefits upon Plaintiff and the Settlement Class and that an
20 independent review of this Settlement Agreement by the Court in the approval process will confirm
21 this conclusion. Based on their own independent investigation and evaluation, Class Counsel has
22 determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiff
23 and the Class Members.

24 **2.4. DEFENDANT'S DENIALS OF WRONGDOING AND LIABILITY**

25 Defendant has denied and continues to deny all allegations, claims, and contentions alleged by
26 Plaintiff in the Action. Defendant has expressly denied and continues to deny all charges of wrongdoing
27 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged in the
28

1 Action. Defendant contends it has complied with California and federal wage and hour laws and has
2 dealt legally and fairly with Plaintiff and the Class Members.

3 Defendant further denies that, for any purpose other than settling this Action, these claims are
4 appropriate for class or representative treatment. Nonetheless, Defendant has concluded that further
5 proceedings in the Action would be protracted and expensive and that it is desirable that the Action be
6 fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement
7 Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendant's
8 business without further expensive litigation and the distraction and diversion of their personnel with
9 respect to matters at issue in the Action. Defendant has also taken into account the uncertainty and risks
10 inherent in any litigation, especially in complex cases such as the Action. Defendant has, therefore,
11 determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the
12 terms and conditions set forth in this Settlement Agreement.

13 **2.5. INTENT OF THE CLASS SETTLEMENT**

14 The Class Settlement set forth herein intends to achieve the following: **(1)** entry of an order
15 approving the Class Settlement; **(2)** entry of judgment of the Action; **(3)** discharge of the Released
16 Parties from liability for any and all of the Released Claims; and **(4)** discharge of Defendant from
17 liability for any and all claims arising out of the Action.

18 **3. CONDITIONAL CERTIFICATION OF THE SETTLEMENT CLASS**

19 For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the
20 Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this
21 conditional certification is appropriate because the Released Claims are being compromised without
22 need to establish the elements of those claims on which liability turns. The certification of the
23 Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by
24 Defendant, including without limitation, that certification of a class for trial purposes is or would be
25 warranted, appropriate or proper; or that Plaintiff could establish any of the requisite elements for class
26 treatment of any of the claims in the Action.

27 If the Settlement Agreement is not finally approved by the Court, the Effective Date is not
28 achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set

1 forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab*
2 *initio*, of no force or effect, and shall not constitute evidence or a binding determination that the
3 requirements for certification of a class for trial purposes in this Action or in any other action which
4 have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiff
5 agrees that Plaintiff will not argue, claim, reference, or otherwise raise any preliminary approval of the
6 Settlement Class in connection with any later proceeding before the Court.

7 **4. APPOINTMENT OF CLASS COUNSEL**

8 For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree
9 to the appointment of Class Counsel Farzad Rastegar of Rastegar Law Group as counsel for the
10 Settlement Class and the effectuation of the Class Settlement pursuant to this Settlement Agreement.

11 **5. CONSIDERATION**

12 **5.1. SETTLEMENT AMOUNT**

13 The Parties agree to settle this Action for the Gross Settlement Amount of \$165,000.00. There
14 shall be no reversion to Defendant. Defendant shall pay the Gross Settlement Amount in full. The Gross
15 Settlement Amount and other actions and forbearances taken by Defendant shall constitute adequate
16 consideration for the Class Settlement, shall constitute the total and all-inclusive amount that
17 Defendants will be obligated to pay under the Settlement embodied by this Agreement, and will be
18 made in full and final settlement of: the Released Claims, the Class Attorney Fees and Expenses,
19 Administrative Expenses, the Incentive Award, the PAGA Payment (and any payments to individual
20 PAGA Class Members resulting from the PAGA Payment), and any other obligation of Defendant
21 under this Settlement Agreement (other than the Employer's Taxes on the portion of the Net Settlement
22 Amount allocated to the payment of wages). Except as specified in the Escalator Clause under
23 paragraph 5.4 below, under no circumstances shall the Gross Settlement Amount exceed the sum of
24 \$165,000.00, inclusive of Class Settlement payments, Individual Settlement Amounts, PAGA
25 Payment, Incentive Award, Class Attorney Fees and Expenses, Administrative Expenses, and
26 Employee Taxes and Required Withholdings. Defendant has no obligation to pay the Gross Settlement
27 Amount (or any payroll taxes) before seven (7) days after the Effective Date or May 1, 2026, as
28

1 discussed in paragraph 21 of the underlying Memorandum of Understanding executed by the Parties in
2 connection herewith (“MOU”), whichever is later.

3 After the Court issues an order preliminarily approving this Class Settlement, the Settlement
4 Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of
5 the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement as well
6 as the Share Form, which shall identify the Class Member, the number of workweeks worked by each
7 Class Member (“Workweeks”), as well as the estimated amount of the Individual Settlement Amount
8 the Class Member can expect to receive once the Class Settlement becomes effective on the Effective
9 Date. Class Members shall be given the opportunity to challenge their Workweeks information.

10 **5.2. INCENTIVE AWARD FOR PLAINTIFF**

11 Plaintiff may petition the Court to approve an Incentive Award in an amount up to \$8,000.00
12 for Griselda Razon to acknowledge her efforts on behalf of the Settlement Class in this Action,
13 including assisting in the investigation and consulting with Class Counsel and providing crucial
14 documents to Class Counsel. Defendant shall not oppose any request by Plaintiff for an Incentive
15 Award in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiff from
16 the Gross Settlement Amount and shall be in addition to any distribution to which he may otherwise
17 be entitled as a Class Participant. Any Incentive Award approved by the Court shall not be considered
18 wages, and the Settlement Administrator shall issue to Plaintiff an IRS Form 1099 reflecting such
19 payment. Plaintiff shall be responsible for the payment of all taxes with respect to any Incentive Award
20 approved by the Court and shall hold Defendant harmless from all liability with regard thereto.

21 **5.3. PAYMENT TO CLASS PARTICIPANTS**

22 Each Class Participant shall be eligible to receive payment of the Individual Settlement
23 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked
24 by the Class Members during the Class Period as a proportion of all workweeks worked by all Class
25 Members. Each Class Participant, including Plaintiff, shall be responsible for the payment of the
26 Employee’s Taxes and Required Withholding with respect to his or her Individual Settlement Amount
27 and shall hold Defendant harmless from any and all liability with regard thereto.

28 ///

1 **5.4. ESCALATOR CLAUSE**

2 Defendant has estimated there are approximately seventy-six (76) persons in the Class.
3 Defendant will provide a declaration under penalty of perjury confirming the number of applicable
4 Class Members during the Class Period. The Gross Settlement Amount will increase proportionally if
5 the Class size is above eighty (80) persons (*e.g.* if the class size increases by 10% beyond 76 employees,
6 then the Gross Settlement shall increase by 10%). To the extent there are more than eighty (80) persons
7 subject to the settlement of this dispute, Defendant may elect to “roll back” the class period end date
8 to a date which results in the class containing 76 employees.

9 **5.5. PAYMENT TO PAGA SETTLEMENT CLASS**

10 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
11 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
12 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which
13 is \$15,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section
14 2699 and is to be distributed as follows: seventy-five percent (75%) (*i.e.*, \$11,250.00) to the LWDA
15 and twenty-five percent (25%) (*i.e.*, \$3,750.00) to the PAGA Settlement Class. The portion of the
16 PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement
17 Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class
18 member during the PAGA Period as a proportion of all pay periods worked by all members of the
19 PAGA Settlement Class.

20 **5.6. TAX TREATMENT AND PAYMENT**

21 For the purpose of calculating Employee’s Taxes and Required Withholding for the Individual
22 Settlement Amounts for Class Participants (including any payments to the Class Representative but
23 exclusive of her Incentive Award), the Parties agree that one-third (33.33%) of each Individual
24 Settlement Amount shall constitute payment in the form of wages (and each Class Participant will be
25 issued an IRS Form W-2 for such payment to him or her), and two-thirds (66.67%) of each Individual
26 Settlement Amount shall constitute penalties and interest (and each Class Participant will be issued an
27 IRS Form 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator
28 shall calculate the total Employee’s Taxes and Required Withholding due as a result of the wage portion

1 of Class Participants' anticipated Individual Settlement Amounts and such actual amount will be
2 deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement
3 Amount and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes
4 due on the wage portion of the Class Participants' Individual Settlement Amounts and issue instructions
5 to Defendant to separately fund these tax obligations/withholdings. The Parties understand that Plaintiff
6 and the Class Participants who receive any payment pursuant to this Settlement Agreement shall be
7 solely responsible for all other individual tax obligations.

8 With respect to the PAGA Payment and any payments made to individual members of the
9 PAGA Settlement Class, one hundred percent (100%) of such payments shall be treated as payments
10 owing for penalties and interest thereon and shall not be considered wages. The Settlement
11 Administrator shall issue to members of the PAGA Settlement Class an IRS Form 1099 reflecting such
12 payment. Members of the PAGA Settlement Class will be solely responsible for the payment of all
13 taxes with respect to any PAGA payments made to them.

14 Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising
15 from any claim to any portion of the Class Attorney Fees and Expenses. The Administrator will pay
16 the Class Attorney Fees and Expenses using one or more IRS 1099 Forms. Class Counsel assumes full
17 responsibility and liability for taxes owed on the Class Attorney Fees and Expenses and holds
18 Defendant and its Released Parties harmless, and indemnifies Defendant and its Released Parties from
19 any dispute or controversy regarding any division or sharing of any of these Payments.

20 **5.7. NO EFFECT ON EMPLOYEE BENEFIT PLANS**

21 Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any
22 previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus
23 program sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
24 benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies,
25 or bonus programs. The payments made under the terms of this Settlement Agreement shall not be
26 applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other
27 form of compensation for the purposes of any of Defendant's benefit plan, policy, or bonus program.
28 Defendant retains the right to modify the language of its benefits plans, policies, and bonus programs

1 to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are
2 not for “weeks worked,” “weeks paid,” “weeks of service,” or any similar measuring term as defined
3 by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or
4 any other purpose, and that additional contributions or benefits are not required by this Settlement
5 Agreement. Defendant does not consider the Class Settlement payments “compensation” for purposes
6 of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs,
7 or any other plan sponsored by Defendant.

8 **5.8. CLASS ATTORNEY FEES AND EXPENSES**

9 As part of the motion for final approval of the Class Settlement, Class Counsel may apply for
10 an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third (33.33%)
11 of the Gross Settlement Amount (i.e., \$55,000.00) and the award of costs and expenses up to an
12 additional \$12,000.00. Defendant agrees to not object to any such fee, cost, or expense application in
13 those amounts.

14 As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the
15 manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall
16 be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall
17 not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for
18 Class Attorney Fees and Expenses or the Court’s award of Class Attorney Fees and Expenses is less
19 than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class
20 Attorney Fees and Expenses awarded.

21 The Class Attorney Fees and Expenses approved by the Court shall reflect: **(a)** all work
22 performed and costs and expenses incurred by, or at the direction of, any attorney purporting to
23 represent the Settlement Class through the date of this Settlement Agreement; **(b)** all work to be
24 performed and costs to be incurred in connection with approval by the Court of the Class Settlement;
25 **(c)** all work to be performed and costs and expenses, if any, incurred in connection with administering
26 the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and **(d)** may
27 be based on the “catalyst theory” and/or the “common fund doctrine.”

28 /// [paragraph 6 on next page.]

1 **6. SETTLEMENT ADMINISTRATION**

2 **6.1. COSTS AND EXPENSES**

3 All costs and expenses due to the Settlement Administrator in connection with its administration
4 of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class
5 Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment
6 payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the
7 PAGA Settlement Class, and calculating, administering and distributing Individual Settlement
8 Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement
9 Amount, and is not expected to exceed \$5,950.00.

10 **6.2. PAYMENT BY DEFENDANT**

11 Defendant shall deposit the Gross Settlement Amount in a lump sum payment plus the
12 employer-side payroll taxes to the Settlement Administrator within seven (7) days of the Effective Date
13 or after May 1, 2026, as discussed in paragraph 21 of the MOU, whichever is later. In no event shall
14 Defendants be obligated to pay or deposit with the Settlement Administrator more than \$165,000.00
15 plus the Employer's Taxes, except where the Escalator Provision is triggered.

16 **7. NOTICE TO CLASS MEMBERS AND CLAIMS ADMINISTRATION PROCESS**

17 **7.1. THE SETTLEMENT ADMINISTRATOR**

18 The Settlement Administrator will be responsible for: mailing the Class Notice and Settlement
19 Allocation Form (**Exhibit 1** and **Exhibit 2**, respectively) to Class Members; posting notice of entry of
20 final order and judgment certifying the Class Settlement and approving this Settlement Agreement;
21 handling inquiries from Class Members concerning the Class Notice; determining Individual
22 Settlement Amounts; determining individual payments to members of the PAGA Settlement Class;
23 maintaining the settlement funds in an appropriate interest-bearing account; preparing, administering,
24 and distributing Individual Settlement Amounts to Class Participants; preparing, administering, and
25 distributing individual payments to members of the PAGA Settlement Class; distributing the portion
26 of the PAGA Payment payable to the LWDA; issuing a final report and performing such other duties
27 as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document
28 preparation and reporting, including state and federal tax forms, if any.

1 On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and
2 Defense Counsel with summary information updating them as to the number of validated and timely
3 objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and
4 Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no
5 later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel
6 with proof of mailing of the Class Notice, without listing individual Class Member names or personal
7 identifying information which the Settlement Administrator will file with the Court at the time Class
8 Counsel files its motion in support of the Court's Final Approval and Fairness Hearing.

9 No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement
10 Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary
11 information regarding: **(a)** the total amount of final Individual Settlement Amounts of each Class
12 Participant, without any identifying personal information; **(b)** the number of Class Participants to
13 receive such payments, and **(c)** the final number of Opt-Outs and objections.

14 Administrative Expenses are not anticipated to exceed \$5,950.00. Prior to the calculation and
15 distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the
16 total Administrative Expenses through the conclusion of their services and such actual amount will be
17 deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement
18 Amounts.

19 **7.2. NOTICE TO CLASS MEMBERS**

20 Notice shall be provided to Class Members in the following manner: Within fourteen (14) days
21 after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with an
22 updated list of Class Members and members of the PAGA Settlement Class containing names, social
23 security numbers, dates of employment, last-known addresses, and phone numbers (the "Database").
24 The Database shall be marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel
25 shall not receive a copy of this list.

26 Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement
27 Administrator shall determine the number of workweeks worked by each Class Member, populate the
28 data for each Class Member accordingly, and send each Class Member the Class Notice via first-class,

1 United States mail. The Class Notice shall also contain an easily-understood statement alerting the
2 Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing
3 and waiving all Released Claims against the Released Parties.

4 The Class Notice will inform Class Members of their estimated share of the settlement and the
5 number of workweeks they worked during the Class Period. Class Members may dispute their
6 workweeks if they believe they worked more weeks in the Class Period than Defendant's records show
7 by submitting information to the Settlement Administrator no later than forty-five (45) days after being
8 mailed the Class Notice and Settlement Allocation Form by the Settlement Administrator, which is the
9 defined Response Deadline. The Settlement Administrator will jointly work with Plaintiff and
10 Defendant to resolve the dispute in good faith. If Plaintiff and Defendant cannot agree over the
11 workweeks to be credited, the Settlement Administrator shall make the final decision based on the
12 information presented by the Class Member and Defendant.

13 **7.3. OPT OUT PROCEDURE**

14 Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate
15 in the Class Settlement and shall become Class Participants without having to submit a claim form or
16 take any other action. To Opt Out of the Class Settlement, the Class Member must notify the Settlement
17 Administrator of their intention to Opt Out. A Class Member may Opt Out by completing the Request
18 for Exclusion Form (Attached hereto as **Exhibit 3**) and returning it by mail to the address of the
19 Settlement Administrator found on that Form. Alternatively, a Class Member may submit a letter or
20 postcard to the Settlement Administrator by the Response Deadline indicating their intention to Opt
21 Out. The Opt Out request must state the Class Member's name, address, telephone number, and
22 signature. The Opt Out request should state something to the effect of:

23 "I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *GRISELDA*
24 *RAZON V. TOP N CATERING, LLC*, LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE
25 EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY
26 FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE
27 RELEASING ANY CLAIMS I MIGHT HAVE."
28

1 Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If prior
2 to the Response Deadline any Class Notice mailed to a Class Member is returned as having been
3 undelivered by the United States Postal Service, the Settlement Administrator shall use reasonable
4 efforts, including performing a skip trace search, and seek an address correction for such Class
5 Members, and a second Class Notice will be sent to any new or different address obtained.

6 It will be presumed that, if an envelope containing the Class Notice has not been returned within
7 thirty (30) days of the mailing, the Class Member received the Class Notice. At least twenty-one (21)
8 days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class
9 Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard
10 to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall
11 specify the number of Class Members to whom the Class Notice was sent and the number of Class
12 Members to whom the Class Notice was not delivered, as well as information relating to the number
13 of Opt-Outs and objectors, but shall not specify any personal identifying information of Class
14 Members. Class Counsel shall file this declaration with the Court.

15 If the Settlement Administrator reasonably determines that an Opt Out request returned by a
16 Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail
17 a deficiency letter to that Class Member identifying the problem. If a Class Member submits both a
18 dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify
19 as if the Opt Out request were deficient. If the Class Member fails to cure the deficiency, the Opt Out
20 request shall be disregarded and the claim will be paid, and the Class Member will become bound by
21 the judgment.

22 Class Participants will be bound by the Release of Released Claims set forth in the definition
23 of "Released Claims" provided in this Settlement Agreement.

24 A request to Opt Out of the Class Settlement shall **not** serve to exclude the Class Member from
25 participation in the PAGA Settlement Class. Opt-Outs shall still be entitled to their share of the PAGA
26 Payment. Class Members who are also members of the PAGA Settlement Class shall have no right or
27 ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

28 /// [paragraph 7.4 on next page.]

1 **7.4. OBJECTION PROCEDURE**

2 The Class Notice shall inform the Class Members of their right to object to the Class Settlement
3 if they do not Opt Out. Any Class Participants who wish to object to the Class Settlement may submit
4 a written objection to the Settlement Administrator no later than the Response Deadline. Only Class
5 Participants may object to the Settlement. The objection should include the case name and number and
6 must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the
7 Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class
8 and the reasons why the Class Settlement should not be approved, including the legal and factual
9 arguments supporting the objection. If an objector also wishes to appear at the Final Approval and
10 Fairness Hearing, in person or through an attorney, they may do so. The Settlement Administrator will
11 promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense
12 Counsel. Class Members wishing to make an objection may appear at the Final Approval and Fairness
13 Hearing, either in person or through a lawyer retained at their own expense.

14 **7.5. NOTICE OF FINAL JUDGMENT**

15 Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and
16 entered a final order certifying the Class for settlement purposes only and approving the Class
17 Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to
18 rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on
19 its website at a web address to be included in the Class Notice.

20 **8. CLASS SETTLEMENT FUNDING AND DISTRIBUTION**

21 **8.1. ALLOCATION OF THE GROSS SETTLEMENT AMOUNT**

22 The claims of Plaintiff, all Class Members, and PAGA Settlement Class are settled for the Gross
23 Settlement Amount of \$165,000.00, which will be allocated as follows:

- 24 1. The Administration Expenses, estimated not to exceed \$5,950.00;
25 2. Class Counsel's attorney fees not to exceed \$55,000.00;
26 3. Class Counsel's litigation costs and expenses not to exceed \$12,000.00;
27 4. The Incentive Award to Griselda Razon, not to exceed \$8,000.00; and
28 5. PAGA Payment to LWDA and the PAGA Class of \$15,000.00.

1 For purposes of calculating the estimated Individual Settlement Amounts, the Settlement
2 Administrator shall calculate the estimated Net Settlement Amount based on the estimated values
3 provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement
4 Administrator shall recalculate the final Net Settlement Amount based on the actual values of the
5 amounts in each category.

6 **8.2. CALCULATION OF THE INDIVIDUAL SETTLEMENT AMOUNTS FOR**
7 **CLASS PARTICIPANTS**

8 Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net
9 Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a
10 “checks cashed” basis based on the proportional number of weeks worked by each Class Member
11 during the Class Period.

12 Defendant will provide the Settlement Administrator with any information reasonably
13 necessary to perform the calculation of number of workweeks for each Class Member, and any other
14 reasonably required information the Settlement Administrator requests to perform the calculations
15 required under this Settlement Agreement. Defendant shall have no responsibility for deciding the
16 validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement
17 Agreement, shall have no involvement in or responsibility for the determination or payment of
18 Employee’s Taxes and Required Withholding, and shall have no liability for any errors made with
19 respect to such Employee’s Taxes and Required Withholding. Although the Settlement Administrator
20 will calculate and pay the standard Employee’s Taxes and Required Withholding on the portion of the
21 Individual Settlement Amounts constituting wages on their behalf, Plaintiff and Class Participants
22 represent and understand that they shall be solely responsible for any and all tax obligation associated
23 with their respective Individual Settlement Amounts and Incentive Awards.

24 **8.3. CALCULATION OF THE PAYMENTS FOR INDIVIDUAL MEMBERS OF**
25 **THE PAGA SETTLEMENT CLASS**

26 Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA
27 Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have
28 agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which

1 is \$15,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section
2 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., \$11,250.00) to the LWDA
3 and twenty-five percent (25%) (i.e., \$3,750.00) to the PAGA Settlement Class.

4 The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed
5 to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular
6 PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked
7 by all PAGA Settlement Class members during the PAGA Period. Each member of the PAGA
8 Settlement Class, including Plaintiff, shall be responsible for the payment of the Employee's Taxes and
9 Required Withholdings with respect to their share of the PAGA Payment and shall indemnify and hold
10 Defendant harmless from any and all liability with regard thereto.

11 Defendant will provide the Settlement Administrator with any information reasonably
12 necessary to perform the calculation of number of pay periods worked for each PAGA Settlement Class
13 member, the total pay periods worked by all PAGA Settlement Class members and any other
14 reasonably required information the Settlement Administrator requests to perform the calculations
15 required under this Settlement Agreement. Defendant shall have no responsibility for deciding the
16 validity of the individual payment amounts allocated to each member of the PAGA Settlement Class
17 or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or
18 responsibility for the determination or payment of Employee's Taxes and Required Withholding, and
19 shall have no liability for any errors made with respect to such Employee's Taxes and Required
20 Withholding.

21 The members of the PAGA Settlement Class shall be solely responsible for any and all tax
22 obligations associated with their respective shares of the PAGA Payment.

23 **8.4. TIME FOR PAYMENT OF ATTORNEY FEES AND EXPENSES**

24 The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses
25 approved by the Court no later than fourteen (14) days after the Effective Date or after May 1, 2026,
26 as discussed in paragraph 21 of the MOU, whichever is later.

27 ///

28 ///
[paragraph 8.5 on next page.]

1 **8.5. TIME FOR PAYMENT OF INCENTIVE AWARD**

2 The Settlement Administrator shall distribute to Plaintiff the Incentive Award approved by the
3 Court no later than fourteen (14) days after the Effective Date or after May 1, 2026, as discussed in
4 paragraph 21 of the MOU, whichever is later.

5 **8.6. TIME FOR PAYMENT OF PAGA PAYMENT TO THE LWDA**

6 The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment
7 due to it and approved by the Court no later than fourteen (14) days after the Effective Date or after
8 May 1, 2026, as discussed in paragraph 21 of the MOU, whichever is later.

9 **8.7. TIME FOR PAYMENT OF TAXES AND REQUIRED WITHHOLDING AND**
10 **INDIVIDUAL SETTLEMENT AMOUNTS**

11 The Settlement Administrator shall make every effort to pay the Employee's Taxes and
12 Required Withholding associated with each Class Participant's Individual Settlement Amount and mail
13 the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the
14 last-known address no later than fourteen (14) days after the Effective Date. If the Settlement
15 Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel
16 and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required
17 Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no
18 circumstances shall the Settlement Administrator distribute checks to Class Participants until all
19 Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the
20 remaining monetary obligations have been calculated and accounted for.

21 Within twenty (20) days prior to the final accounting hearing, the Settlement Administrator
22 shall file with the Court and provide to Class Counsel a declaration of payment. If any Class Participant
23 is deceased, payment shall be made payable to the estate of that Class Member and delivered to the
24 executor or administrator of that estate, unless the Settlement Administrator has received an affidavit
25 or declaration pursuant to California Probate Code section 13101, in which case payment shall be made
26 to the affiant(s) or declarant(s).

27 ///

28 /// [paragraph 8.8 on next page.]

1 **8.8. NON-CASHED SETTLEMENT CHECKS**

2 Any funds associated with checks that have not been cashed within one hundred eighty (180)
3 days, will become void and the Individual Settlement Amount associated with the uncashed check will
4 be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for
5 deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The
6 Parties agree that this disposition results in no “unpaid residue” within the meaning of California Civil
7 Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Class Participants,
8 whether or not they all cash their Individual Settlement Amount checks. Therefore, Defendant shall not
9 be required to pay any interest on said amount. For the purposes of determining whether Defendant has
10 met its financial obligation to pay the Individual Settlement Payment, Defendant will be deemed to
11 have fulfilled its obligation upon the mailing of the check to the Class Member, regardless of whether
12 such Class Member subsequently negotiates the check.

13 **8.9. DISPUTES REGARDING CLASS MEMBER WORKWEEKS DATA OR**
14 **PAYMENT OF INDIVIDUAL SETTLEMENT SHARES**

15 Class Member Workweeks and the corresponding Individual Settlement Amount shall be
16 calculated using the employment and payroll records of Defendant, which presumptively shall be
17 deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome
18 that presumption, any Class Member objecting to the accuracy of the number of Workweeks or amount
19 of the Individual Settlement Amount must submit documentary evidence, such as pay stubs or other
20 written employment records, to the Settlement Administrator. Each Class Member may dispute the
21 number of Workweeks or their estimated Individual Settlement Amount contained on their Class
22 Notice (“Workweeks Dispute”). Any such Workweeks Dispute must be mailed or faxed to the
23 Settlement Administrator by the Class Member, postmarked or fax-stamped on or before the Response
24 Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for
25 Defendant, shall inform Class Counsel of the dispute without disclosing the identity of the Class
26 Member making the dispute, and shall immediately attempt to resolve all such disputes directly with
27 relevant Class Members with the assistance of Defendant, Defense Counsel, and Class Counsel. If the
28 dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-

1 appealable decision. The Settlement Administrator shall use its best efforts to resolve all such disputes
2 prior to the Effective Date. If, however, a dispute arises or is not resolved until after the Settlement
3 Amount has been distributed, the initial calculation shall stand (as Defendant shall be under no
4 obligation to pay any amounts in excess of the Gross Settlement Amount under this Settlement
5 Agreement).

6 **9. NULLIFICATION OF THIS SETTLEMENT AGREEMENT**

7 **9.1. NON-APPROVAL OF THIS SETTLEMENT AGREEMENT**

8 The Class Settlement and conditional class certification shall be considered null and void, and
9 neither the Class Settlement, conditional class certification, nor any of the related negotiations or
10 proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the
11 same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with
12 the Court, if any of the following occur: **(a)** the Court should for any reason fail to approve this
13 Settlement Agreement in the form agreed to by the Parties; **(b)** the Court should for any reason fail to
14 enter a judgment with prejudice of the Action, or **(c)** the approval of the Class Settlement and judgment
15 is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may
16 attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

17 **9.2. OPT-OUT THRESHOLD FOR TERMINATION ELECTION**

18 If more than ten percent (10%) of the Class Members opt-out of the settlement, Defendant can
19 terminate the Class and PAGA Settlement Agreement by providing written notice to Class Counsel
20 within ten (10) days after expiration of the opt out period.

21 **9.3. INVALIDATION**

22 Invalidation of any material portion of this Settlement Agreement shall invalidate the Class
23 Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions
24 of the Class Settlement are to remain in full force and effect.

25 **9.4. STAY ON APPEAL**

26 If there is a timely appeal from the approval of the Class Settlement and judgment, the judgment
27 shall be stayed, and Defendant shall not be obligated to fund the Gross Settlement Amount or take any
28

1 other actions required by this Settlement Agreement until all appeal rights have been exhausted by
2 operation of law.

3 **10. MOTIONS FOR COURT APPROVAL**

4 **10.1. PRELIMINARY APPROVAL**

5 As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit
6 this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class
7 Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary
8 approval in a timely fashion.

9 **10.2. FINAL APPROVAL**

10 The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval
11 and Fairness Hearing, Plaintiff shall move the Court for the entry of the final order certifying the
12 Settlement Class for settlement purposes only and approving the Class Settlement as being fair,
13 reasonable, and adequate to the Class Participants within the meaning of California Rules of Court,
14 Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent
15 with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court.
16 Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may
17 be required for the Court's determination.

18 **11. RELEASES AND WAIVERS**

19 **11.1. RELEASE OF CLAIMS BY THE SETTLEMENT CLASS**

20 Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released
21 Parties, and each of them, of and from any and all Released Claims arising during the Class Period that
22 were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
23 Complaint. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle,
24 compromise, and discharge the Released Claims. Each of the Releasing Parties, including each Class
25 Participant, will be bound by the release of Released Claims as a result of the Class Settlement and to
26 the terms of the final judgment and the satisfaction of such judgment.

27 Class Participants will be deemed to have acknowledged and agreed that their claims for wages
28 and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes

1 payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged
2 and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement
3 Amount. That section provides in pertinent part as follows:

4 “An employer shall not require the execution of a release of a claim or right on account
5 of wages due, or to become due, or made as an advance on wages to be earned, unless
6 payment of those wages has been made.”
7

8 **11.2. RELEASE OF INDIVIDUAL CLAIMS BY PLAINTIFF**

9 Plaintiff, on behalf of herself and her dependents, heirs and assigns, beneficiaries, devisees,
10 legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives,
11 and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect,
12 or any other type or in any other capacity, shall and does hereby forever release, discharge and agree
13 to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities,
14 obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights,
15 demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at
16 law or in equity, which he may now have or may have after the signing of this Settlement Agreement,
17 arising out of or in any way connected with her employment with Defendant including, the Released
18 Claims, claims that were asserted or could have been asserted in the Complaint, and any and all
19 transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement
20 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include,
21 but not be limited to, any and all claims under: **(a)** the Americans with Disabilities Act; **(b)** Title VII
22 of the Civil Rights Act of 1964; **(c)** the Civil Rights Act of 1991; **(d)** 42 U.S.C. § 1981; **(e)** the Age
23 Discrimination in Employment Act; **(f)** the Fair Labor Standards Act; **(g)** the Equal Pay Act; **(h)** the
24 Employee Retirement Income Security Act, as amended; **(i)** the Consolidated Omnibus Budget
25 Reconciliation Act; **(j)** the Rehabilitation Act of 1973; **(k)** the California Family Rights Act; **(l)** the
26 Family and Medical Leave Act; **(m)** the Civil Rights Act of 1966; **(n)** the California Fair Employment
27 and Housing Act; **(o)** the California Constitution; **(p)** the California Labor Code; **(q)** the California
28 Government Code; **(r)** the California Civil Code; **(s)** the California Labor Code; **(t)** any act, omission,

1 or occurrence or claim arising out of or related to the Action or Plaintiff's employment or termination
2 thereof with Defendant taking place on or before the Effective Date; and **(u)** any and all other form of
3 relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract,
4 tort, or other theory of liability under federal, state, or local law or statutes, ordinances, regulations,
5 rules, and other laws, and any and all claims based on constitutional, statutory, common law, or
6 regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge,
7 breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional
8 infliction of emotional distress, negligent infliction of emotional distress, or damages under any other
9 federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all
10 relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay,
11 bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages
12 for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and
13 agrees to hold harmless Defendant and the Released Parties from any and all claims for attorney fees
14 and costs arising out of the matters released in this Settlement Agreement.

15 Plaintiff specifically acknowledges that she is aware of and familiar with the provisions of
16 California Civil Code section 1542, which provides as follows:

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

21
22 Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and
23 relinquishes all rights and benefits she may have under section 1542 as well as any other statutes or
24 common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or
25 different from those which she now knows or believes to be true with respect to the subject matter of
26 all the claims referenced herein, but agrees that, upon the Effective Date, Plaintiff shall and hereby
27 does fully, finally, and forever settle and release any and all claims against the Released Parties, known
28 or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have

1 been asserted upon any theory of law or equity without regard to the subsequent discovery of existence
2 of such different or additional facts.

3 **11.3. CIRCULAR 230 DISCLAIMER**

4 Each party to this Settlement Agreement (for purposes of this section, the “Acknowledging
5 Party”; and each party to this Agreement other than the Acknowledging Party, an “Other Party”)
6 acknowledges and agrees that **(1)** no provision of this Settlement Agreement, and no written
7 communication or disclosure between or among the parties or their attorneys and other advisers, is or
8 was intended to be, nor shall any such communication or disclosure constitute or be construed or be
9 relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31
10 C.F.R. Part 10); **(2)** the Acknowledging Party **(a)** has relied exclusively upon her or its own
11 independent legal and tax advisers for advice (including tax advice) in connection with this Settlement
12 Agreement, **(b)** has not entered into this Settlement Agreement based upon the recommendation of any
13 other party or any attorney or advisor to any other party, and **(c)** is not entitled to rely upon any
14 communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that
15 may be imposed on the Acknowledging Party; and **(3)** no attorney or adviser to any other party has
16 imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
17 (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party
18 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this
19 Settlement Agreement.

20 **12. DUTIES OF THE PARTIES**

21 **12.1. MUTUAL FULL COOPERATION**

22 The Parties agree to cooperate fully with one another to accomplish and implement the terms
23 of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such
24 other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms
25 of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated
26 by this Settlement Agreement and any other efforts that may become necessary by court order or
27 otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable
28 after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendant and

1 Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of
2 this Settlement Agreement.

3 **12.2. DUTY TO SUPPORT AND DEFEND THE CLASS SETTLEMENT**

4 The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to
5 support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any
6 legal challenge, whether by appeal or collateral attack.

7 **12.3. DUTIES PRIOR TO COURT APPROVAL**

8 Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary
9 approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly
10 upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a
11 preliminary order scheduling a hearing on the question of whether the proposed Class Settlement
12 should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form
13 and content the proposed Class Notice and Settlement Allocation Form attached hereto as **Exhibit 1**
14 and **Exhibit 2**, respectively, and directing the mailing of the Class Notice to Class Members. While
15 Defendant can reserve its right to object to facts or assertions made in the moving papers, Defense
16 Counsel shall not file an opposition to the motion for preliminary approval or join in the motion.

17 **13. MISCELLANEOUS PROVISIONS**

18 **13.1. VOIDING THIS SETTLEMENT AGREEMENT**

19 Pending Court approval and other than as provided herein, if any of the material conditions set
20 forth in this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the
21 option of either Plaintiff or Defendant, be ineffective, void, and of no further force and effect, and may
22 not be used or be admissible in any subsequent proceeding, either in this Court or in any other court or
23 forum. If either Party decides to void the Settlement Agreement, then the Settlement Agreement and
24 conditional class certification shall be considered void, and neither the Settlement Agreement,
25 conditional class certification, nor any of the related negotiations or proceedings, shall be of any force
26 or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement
27 Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the
28

1 Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator
2 fees and costs actually incurred.

3 **13.2. DIFFERENT FACTS**

4 The Parties acknowledge that, except for matters expressly represented herein, the facts in
5 relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out
6 to be different from the facts now known by each party and/or her or its counsel, or believed by such
7 Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of
8 different or presently unknown facts, and agrees that this Settlement Agreement shall be in all respects
9 effective and binding despite such difference.

10 **13.3. NO PRIOR ASSIGNMENTS**

11 The Parties represent, covenant, and warrant that they have not directly or indirectly assigned,
12 transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any
13 portion of any liability, claim, demand, action, cause of action, or right herein released and discharged
14 except as set forth herein.

15 **13.4. NON-ADMISSION**

16 Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by
17 any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other
18 person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing
19 toward each other or any other person. Each of the Parties has entered into this Settlement Agreement
20 with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses,
21 and contingencies. Nothing herein shall constitute any admission by Defendant of wrongdoing or
22 liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any
23 admission by Defendant regarding the merits of the Claims in this Action, including but not limited to
24 claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute
25 an admission by Defendant that the Action was properly brought as a class or representative action
26 other than for settlement purposes. To the contrary, Defendant has denied and continue to deny each
27 and every material factual allegation and all Claims. To this end, the Class Settlement of the Action,
28 the negotiation and execution of this Settlement Agreement, and all acts performed or documents

1 executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not,
2 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or
3 liability on the part of Defendant or of the truth of any of the factual allegations in the Complaint in the
4 Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of
5 any fault or omission on the part of Defendant in any civil, criminal, or administrative proceeding in
6 any court, administrative agency, or other tribunal.

7 **13.5. NON-EVIDENTIARY USE**

8 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation
9 or drafting of it, shall be offered or used as evidence by Plaintiff, any Class Member (including any
10 individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their
11 respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement
12 Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendant and
13 the Released Parties to prove or defend against any claim released herein by any Class Member in any
14 judicial, quasi-judicial, administrative, or governmental proceeding.

15 **13.6. MEDIA OR PRESS**

16 Plaintiff and Defendant, and their respective counsel, recognize, accept, and agree that the
17 Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the
18 Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and
19 all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence
20 obtained during the course of the Action, shall not be discussed with or presented to the media or press.

21 **13.7. NON-RETALIATION**

22 Defendant understands and acknowledges that it has a legal obligation to not retaliate against
23 any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class
24 Settlement. Defendant will refer any inquiries regarding this Class Settlement to the Settlement
25 Administrator or Class Counsel and will not discourage Class Members who are employees, directly
26 or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties,
27 or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or
28 indirectly, to Opt Out of the Class Settlement.

1 **13.8. CONSTRUCTION**

2 The Parties agree that the terms and conditions of this Settlement Agreement are the result of
3 lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement
4 Agreement is not to be construed in favor of or against any party by reason of the extent to which any
5 party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this
6 Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the
7 next business day.

8 **13.9. GOVERNING LAW**

9 This Settlement Agreement is intended to and shall be governed by the laws of the State of
10 California, without regard to conflict of law principles, in all respects, including execution,
11 interpretation, performance, and enforcement.

12 **13.10. NOTICES**

13 Except for Class Member notices required to be made by the Settlement Administrator, all
14 notices or other communications required or permitted under this Settlement Agreement shall be in
15 writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S.
16 certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the
17 party appearing in this Settlement Agreement.

18 **13.11. CAPTIONS AND INTERPRETATIONS**

19 Section titles or captions contained herein are inserted as a matter of convenience and for
20 reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement
21 or any provision thereof. Any words stated in the plural shall include the singular and vice versa.

22 **13.12. MODIFICATION**

23 This Settlement Agreement may not be changed, altered, or modified, except in writing signed
24 by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this Settlement
25 Agreement has been granted by the Court, then any such amendments or modifications to this
26 Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be
27 discharged except by performance in accordance with its terms or by a writing signed by the Parties.

28 /// [paragraph 13.13 on next page.]

1 **13.13. INTEGRATION CLAUSE**

2 This Settlement Agreement contains the entire agreement between the Parties relating to the
3 Class Settlement of the Action and the transactions contemplated thereby, and all prior or
4 contemporaneous agreements, understandings, representations, and statements, whether oral or written,
5 and whether by a party or such party's legal counsel, are hereby superseded. No rights under this
6 Settlement Agreement may be waived except in writing as provided above.

7 **13.14. SUCCESSORS AND ASSIGNS**

8 This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class
9 Members (excluding only persons who timely Opt Out) and their respective present and former heirs,
10 trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees,
11 insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans,
12 fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors,
13 successors, and assigns.

14 **13.15. CORPORATE SIGNATORIES**

15 Any person executing this Settlement Agreement or any such related document on behalf of a
16 corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all
17 Parties hereto, that such person has been duly authorized by such corporation or partnership to execute
18 this Settlement Agreement or any such related document.

19 **13.16. EXECUTION IN COUNTERPARTS**

20 This Settlement Agreement shall become effective upon its execution by all of the undersigned.
21 The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall
22 have the same force and effect as if all Settling Parties had signed the same instrument.

23 **13.17. ATTORNEY FEES, COSTS, AND EXPENSES**

24 Except as otherwise specifically provided for herein, each party shall bear her or its own
25 attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action
26 and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

27 ///

28 ///
[paragraph 13.18 on next page.]

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

CLASS REPRESENTATIVE:


Griselda Razon
Plaintiff and Class Representative

Top N Catering, LLC

By: _____

Title: _____

Rastegar Law Group, APC

Farzad Rastegar
Attorneys for Plaintiff

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13.18. ACTION TO ENFORCE AGREEMENT

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

14. EXECUTION

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

APPROVAL AND EXECUTION BY PARTIES

CLASS REPRESENTATIVE:

Dated: 12/29/2025



Griselda Razon
Plaintiff and Class Representative

DEFENDANT:

Dated: Jan 5, 2026

Top N Catering, LLC



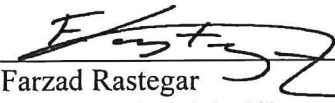
Top Notch Catering (Jan 5, 2026 06:59:35 PST)
By: Claye Thomas Cantwell
Title: Owner / president

APPROVED AS TO FORM BY COUNSEL

CLASS COUNSEL:

Dated: December 29, 2025

Rastegar Law Group, APC



Farzad Rastegar
Attorneys for Plaintiff

1 **DEFENDANT’S COUNSEL:**

2
3 Dated: _____

**McDougal Boehmer Foley Lyon Mitchell &
Erickson**

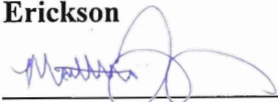
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DEFENDANT'S COUNSEL:

Dated: 1/8/2026

**McDougal Boehmer Foley Lyon Mitchell &
Erickson**



Steven E. Boehmer
Matthew A. Thurmer

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Griselda Razon v. Top N Catering, LLC
Case No. 37-2021-00023578-CU-OE-CTL

A court authorized this notice. This is not a solicitation. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected by whether you act or do not act.

TO: All individuals who were employed by Top N Catering, LLC, as non-exempt employees in California at any time during the period from May 27, 2017 through January 29, 2024.

You have received this notice because records indicate you qualify as a member of the Settlement Class. This notice is designed to advise you of how you can participate in the settlement, how you can object to the settlement, and how you can exclude yourself from the settlement.

By order of the Honorable Blaine K Bowman, Dept.C-74 in the lawsuit identified in the caption above, pending in the San Diego County Superior Court, entered on <<preliminary approval>>, YOU ARE HEREBY NOTIFIED AS FOLLOWS: The Court has preliminarily approved a settlement reached between the parties, subject to final approval by the Court. The settlement covers all individuals who were employed by Top N Catering, LLC as non-exempt employees in California at any time during the period from May 27, 2017, through January 29, 2024. The Court has determined that there is sufficient evidence that the settlement is fair and reasonable, and has ordered that this notice be sent to Class Members.

YOU MAY BE ENTITLED TO RECEIVE MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

I. BACKGROUND OF THE CASE

On May 27, 2021, Griselda Razon ("Plaintiff") filed a lawsuit in San Diego County Superior Court against Top N Catering, LLC ("Defendant"). The lawsuit was brought as a class action and pursuant to the California Private Attorneys General Act of 2004 (California Labor Code Section 2698, *et seq.*), and alleged violation of California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1, 1174, 1174.5, 1197.1, 1194, 1198 and Wage Order 5-2001.

The parties and their attorneys believe that further proceedings in this case, including a trial and probable appeals, would be very expensive and protracted. No one can confidently predict how the various legal questions at issue, including liability, and the amount of damages or penalties, if any, would ultimately be resolved. Therefore, upon careful consideration of all of the facts and circumstances of this case, the parties believe that the proposed settlement described below is fair, reasonable and adequate.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. Defendant contends that Class Members were properly compensated and expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class. Defendant's agreement to enter into a settlement with Plaintiff is not an admission by Defendant of wrongdoing or liability or of the truth of any factual allegations made in the lawsuit.

Attorneys for Plaintiff and the Class in the Litigation are:

RASTEGAR LAW GROUP, APC
Farzad Rastegar, Esq. (SBN 155555)
Douglas W. Perlman, Esq. (SBN 167203)
22760 Hawthorne Blvd., Suite 200
Torrance, California 90505
Phone (310) 961-9600
Fax. (310) 961-9094
Email: farzad@rastegarlawgroup.com
douglas@rastegarlawgroup.com

Attorneys for Defendant in the Litigation are:

McDOUGAL BOEHMER FOLEY
LYON MITCHELL & ERICKSON
Steven E. Boehmer (SBN 144817)
sboehmer@mcdougallawfirm.com
8100 La Mesa Blvd., Suite 200
La Mesa, California 91942
Telephone: (619) 440-4444
Facsimile: (619) 440-4907

II. SUMMARY OF THE PROPOSED SETTLEMENT

The settlement provides for the following:

A. Settlement Fund - Maximum: Defendant will pay the total maximum amount of One Hundred Sixty-Five Thousand Dollars (\$165,000.00) to resolve the lawsuit (in addition to employer's side payroll taxes), which is inclusive of Plaintiffs' Attorneys' Fees; Plaintiffs' Litigation Expenses; Class Representative's Service Payment; Settlement Administration Expenses; and PAGA Payment to the California Labor and Workforce Development Agency. Each of these components is described below.

B. Plaintiffs' Attorneys' Fees: Class Counsel anticipates requesting an attorney fee award equal to one-third of the Settlement Fund – Maximum Fifty-Five Thousand Dollars (\$55,000.00), subject to court approval, which shall be paid from the Settlement Fund.

C. Plaintiffs' Litigation Expenses: Class Counsel anticipates requesting an award of no more than Twelve Thousand Dollars (\$12,000.00), subject to court approval, as reimbursement for litigation costs, which shall be paid from the Settlement Fund.

D. Class Representative's Service Payment: The Class Representative anticipates requesting an award of no more than Eight Thousand Dollars (\$8,000.00), subject to court approval, for her role as Class Representative, which shall be paid from the Settlement Fund.

E. Private Attorneys General Act (PAGA) Payment: The parties have designated Fifteen Thousand Dollars (\$15,000) of the Settlement Fund - Maximum as representing the recovery of civil penalties pursuant to the Private Attorneys General Act of 2004. Of this amount, the law requires that 65% (\$9,750.00) be paid to the California Labor and Workforce Development Agency (LWDA). The remaining 35% (\$5,250.00) shall be distributed to the PAGA Settlement Class.

F. Settlement Administration Expenses: The parties have selected, and the court has approved, Phoenix Class Action Administration to administer the settlement. Upon final approval, Class Counsel will request that the court approve a payment to Phoenix Class Action Administration to cover

its fees and costs associated with giving notice to the Class, administering and disbursing the Net Settlement Fund, and other activities required to administer the settlement. The payment to Phoenix Class Action Administration is anticipated to be no more than Five Thousand Nine Hundred Fifty Dollars (\$5,950.00), which shall be paid from the Settlement Fund.

G. Net Settlement Fund: The Net Settlement Fund consists of all funds remaining from the Settlement Fund - Maximum after subtraction of Plaintiffs' Attorneys' Fees, Plaintiffs' Litigation Expenses, the Class Representative's Service Payment, PAGA Payment to the LWDA, and Settlement Administration Expenses. The Net Settlement Fund will be distributed to the Settlement Class as described below.

H. Class Defined: "Class" means: all non-exempt employees of Top N Catering, LLC in California at any time from May 27, 2017, through January 29, 2024.

I. PAGA Group Defined: "PAGA Group" means: all non-exempt employees of Top N Catering, LLC in California at any time from March 19, 2020, through January 29, 2024.

J. Allocation of Net Settlement Fund Among Class Members: From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Payment based on the following formula: The Net Settlement Amount will be apportioned to each Settlement Class Member based on their proportionate number of workweeks worked, by multiplying the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class Member's individual total workweeks, and the denominator of which is the total number of workweeks worked by all Settlement Class Members. One-Third (33.33%) of each Individual Settlement Payment shall be considered wages ("Wages Portion") and subject to reduction for the employee's share of applicable tax withholdings, which shall be reported by the Settlement Administrator on an IRS Form W-2. The Settlement Administrator shall be responsible for remitting said withholdings to the appropriate taxing authorities. Two Thirds (66.67%) of each Individual Settlement Payment shall be allocated as interest, penalties, and other non-wage damages ("Non-Wages Portion"), which shall be reported by the Settlement Administrator on an IRS Form 1099. Each Settlement Class Member shall be responsible for remitting to state and/or federal taxing authorities any applicable taxes which may be owed on the Non-Wages Portion of or her Settlement Payment. The Settlement Administrator shall report all required information to the appropriate taxing authorities regarding all payments made pursuant to this Agreement. By way of example, if the Net Settlement Fund is \$75,000, and there is a total of 90,000 Work Weeks between all Settlement Class Members, and Class Member "A" has 100 Work Weeks, Class Member A's portion of the Net Settlement Fund would be \$83.30 [$\$75,000 \div 90,000 \text{ Work Weeks} \times 100 \text{ Work Weeks} = \83.30]. Because each Class Member's individual recovery will depend upon the individual's workweeks during the Class Period, the individual recovery will vary from Class Member to Class Member. The Settlement Allocation Form included with this mailing contains an estimate of the amount of your individual payment. Allocation of the PAGA Payment among PAGA Group members will use the same formula.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

Your interests as a Class Member are represented by the Class Representative and Class Counsel. Unless you exclude yourself from the Class, you will remain part of the Class. As a member of the Class, you will receive a portion of the Net Settlement Fund. Also, you will be bound by the terms of the settlement agreement and any final judgment that may be entered by the court, and you will be deemed to have released certain claims against Defendant as described below.

A. Participating in the Settlement

If you are a member of the Class and you wish to participate in the settlement, you are not required to take any action. If the court grants final approval of the settlement, you will receive a Settlement Payment based on the calculations described above. You will also be bound by the terms of the settlement and will release Defendant from any and all claims that you may have based on the allegations in the lawsuit. However, any potential claims under the federal Fair Labor Standards Act will be deemed released only by those Class Members who cash or otherwise negotiate their settlement checks, and who will be, by doing so, deemed to have opted-in to the Settlement.

B. Objecting to the Settlement

If you do not agree with the terms of the Settlement, you can submit an objection. However, if the Court rejects your objection, you will still be a Member of the Class and will receive a settlement payment. You will also be bound by the terms of the settlement. To object, you may submit an Objection to the Settlement Administrator by <<45 days after notice mailing>>, at the following address:

<<Name, Address and Telephone Number of Settlement Administrator>>

To be considered by the Court, a written objection must: (a) set forth your full name, address, and telephone number; (b) contain the words "Notice of Objection"; (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list witness(es) you may call to testify at the Final Approval Hearing; and (e) provide true and correct copies of any exhibit(s) you intend to offer at the Final Approval Hearing. You may also appear at the Final Approval Hearing, either in person or through a lawyer retained at your own expense.

C. Excluding Yourself from the Settlement

If you are a member of the Class but you do not wish to participate in the settlement, you may exclude yourself by completing and returning the enclosed Request for Exclusion Form. Your Request for Exclusion Form must be signed by you personally, must be postmarked on or before <<45 days after notice mailed>>, and mailed to:

<<Name, Address and Telephone Number of Settlement Administrator>>

To be valid, the Request for Exclusion must: (a) state your name, address, telephone number, and the last four numbers of your Social Security number; (b) state your intention to Opt Out of the Settlement; (c) be signed by you or your lawful representative; and (d) be postmarked, faxed, or emailed no later than forty-five (45) calendar days after the Settlement Administrator mails the Notice to the Class.

Any person who timely submits a completed Request for Exclusion Form following the procedures above shall, upon receipt, no longer be a member of the Settlement Class, may not object to the settlement, and shall receive no payment or benefits from the settlement. Any such person, however, will not release any claims he or she may have against Defendant. However, if you are a member of the PAGA Group, you may not exclude yourself from the PAGA Group. Therefore, if you are a member of the PAGA Group and elect to exclude yourself from the Class, you will still receive a payment as a PAGA Group member.

If you exclude yourself from the Settlement, you will NOT receive any money from the Class Settlement.

D. Challenging the Record of Your Weeks Worked

The Settlement Allocation form that accompanies this notice states Defendant's record of your weeks worked within the Class Period. Any disputes regarding the number of workweeks a Class Member worked during the Class Period, or the calculation of an individual Class Member's settlement payment, will be resolved and decided by the Settlement Administrator based on Defendant's records. If you believe

the workweeks stated on the Settlement Allocation Form to be inaccurate, you may state what you believe the correct number to be and provide supporting documentation. The Settlement Administrator will then decide whether your weeks worked should be revised. The Settlement Administrator's decision on all such disputes will be final and non-appealable.

You may also provide corrected name, address, telephone, and/or Social Security information on the Settlement Allocation Form.

IV. EFFECT OF THE SETTLEMENT

A. Released Rights and Claims

Upon the court's final approval of the class settlement and entry of final judgment, each class member shall be deemed to have released Defendant and the "Released Parties" from any and all "Released Claims." For the purposes of this Agreement, the Released Claims are defined as:

Any and all state and federal law claims, demands, rights, liabilities and causes of action of every nature and description, whether known or unknown, arising during the Class Period, including without limitation, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, civil or statutory penalties (including without limitation, penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code sections 2698, 2699.3, and 2699.5), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the allegations that were asserted in the Complaint in the Action or that could have been asserted based on the factual allegations in the Complaint in the Action at any time during the Class Period, i.e., that Defendant failed to pay all wages due, failed to pay overtime wages due, failed to provide accurate wage statements, failed to provide compliant meal periods, failed to provide compliant rest periods, failed to reimburse for necessary expenditures, engaged in unfair and unlawful business practices, and for violations and penalties under PAGA for any violations enumerated above, together with any other civil penalties, waiting time penalties, or other fines, penalties, interest, or charges of any kind ("Released Claims"). Released Claims include claims meeting the above definition under any and all applicable California or federal laws, statutes, regulations, and Wage Orders including any existing under the Fair Labor Standards Act of 1938, as amended, and California political subdivisions and municipalities. Notwithstanding the foregoing, nothing in this Settlement releases any claims that cannot be released as a matter of law. The release shall run for the duration of the Class Period. "Released Parties" means Defendant, its past or present officers, owners, directors, shareholders, clients, joint employers, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys.

"Released Claims" shall mean those claims arising out of or related to the allegations set forth in the Complaint and/or PAGA notice to the LWDA, which arose during the Class Period, including, but not limited to, claims for: (1) Failure to provide meal periods [Cal. Lab. Code §§ 226.7, 512]; (2) Failure to authorize and permit rest breaks [Cal. Lab. Code §§ 226.7]; (3) Failure to pay minimum and straight time wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (4) Failure to pay overtime compensation [Cal. Lab. Code §§ 1194 and 1198]; (5) Failure to provide accurate itemized wage statements [Cal. Lab. Code § 226]; (6) Failure to timely pay final wages at termination [Cal. Lab. Code §§ 201-203]; (7) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; (8) Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]; and (9) all claims for liquidated damages, penalties, interest, fees, costs based on the foregoing.

No other claims are released other than those claims specifically plead in the Complaint or otherwise specifically identified herein. This Settlement Agreement will not release any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment,

or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines

B. Payment to Settlement Class Members

The distribution of the Settlement Fund will be paid approximately 45 days after final court approval of this Settlement, and, if objections are submitted and not withdrawn, all appeals and rights to appeal are exhausted.

V. FINAL SETTLEMENT APPROVAL HEARING

The court will hold a hearing in Department C-74 of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101 on _____, 2025, at _____ a.m., to determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for Plaintiffs' Attorneys' Fees, Plaintiffs' Litigation Expenses, the PGA Payment, the Settlement Administration Expenses, and the Class Representative's Service Payment.

The hearing may be continued without further notice to the settlement class. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the settlement. If you wish to review the precise terms and conditions of the settlement, you are referred to the Joint Stipulation of Settlement and Release, filed on _____, at the Office of the Clerk of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the San Diego County Superior Court, 330 West Broadway, San Diego, California 92101. Information regarding this case also can be accessed on the San Diego Superior Court website: sdcourt.ca.gov.

If you have questions about the settlement, you may contact Class Counsel listed above, or the Settlement Administrator. The toll-free telephone number for the Settlement Administrator is:

<<Name and Telephone Number of Settlement Administrator>>

DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 3

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

GRISELDA RAZON, individually, and on behalf
of all other similarly situated current and former
employees of DEFENDANTS,

Plaintiff,

vs.

TOP N CATERING, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: 37-2021-00023578-CU-OE-CTL

*[Assigned for all purposes to the Hon. Blaine
K. Bowman, Dept. C-74]*

SETTLEMENT ALLOCATION FORM

TO: [NAME]

[ADDRESS]

[TELEPHONE NUMBER]

[LAST FOUR DIGITS OF SSN]

USE AND RETURN THIS FORM ONLY IF:

- 1) You dispute the “Weeks Worked” attributed to you below; and/or**
- 2) Your name, address, telephone number, or the last four digits of your Social Security Number listed above is not accurate.**

If your name, address, telephone number, and the last four digits of your Social Security Number above are accurate, and you do not dispute the weeks worked stated below, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

If your name, address, telephone number, or the last four digits of your Social Security Number stated above is inaccurate, please provide the correct information below, and return this form to the Settlement Administrator.

PLEASE PRINT CLEARLY

I. PERSONAL INFORMATION

Name: _____

Street Address: _____

City, State, Zip Code: _____

Mobile Telephone No.: (_____) _____

Home Telephone No.: (_____) _____

Last four digits of Social Security Number: ____ ____ ____ ____

For purposes of verification only, I began working at Top N Catering, LLC in/on approximately:

(month) _____, (year) _____

II. SETTLEMENT PAYMENT BASED ON WEEKS WORKED

Your estimated minimum settlement amount is: \$ [insert amount]. This amount is only an estimate, and is subject to change during the final approval process.

Your weeks worked according to Top N Catering, LLC:

Your recovery will be based on the number of weeks you worked at Top N Catering, LLC from May 17, 2017 to January 29, 2024. **According to personnel records maintained by Top N Catering, LLC., you worked _____ weeks (“Your Weeks Worked”) during that time period.**

If you agree with Top N Catering LLC’s statement of Your Weeks Worked listed above, you do not need to do anything. You will receive a check by U.S. Mail.

If you do not agree with the number of weeks worked, you may dispute the number above by providing information and documentation to the Settlement Administrator. Your Weeks Worked are presumed to be correct unless you submit **documentation**, such as paycheck stubs, for example, that proves otherwise. **If you dispute Your Weeks Worked**, in the space below, provide the position(s) in which you worked, and

the dates that you worked during the Class Period. Include copies of any documents, such as paycheck stubs, that support your position.

Position:

Dates:

If you dispute Your Weeks Worked, you must return this form to the Settlement Administrator, at the following address, by US Mail, post-marked on or before _____.

[INSERT ADDRESS]

If you agree with Your Weeks Worked and your address information stated on this form is correct, you need do nothing. You will receive a check in the mail.

EXHIBIT 4

1
2
3
4
5
6
7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**
10

11 GRISELDA RAZON, individually, and on
12 behalf of all other similarly situated current
13 and former employees of DEFENDANTS,

14 Plaintiff,

15 vs.

16 TOP N CATERING, LLC, a California
17 limited liability company; and DOES 1
18 through 50, inclusive,

19 Defendants.

CASE NO. 37-2021-00023578-CU-OE-CTL

*[Assigned For All Purposes to The Hon.
Blaine K Bowman, Dept.C-74]*

REQUEST FOR EXCLUSION FORM

20 **REQUEST FOR EXCLUSION FORM: COMPLETE THIS FORM FOR EXCLUSION**
21 **FROM THE CLASS AND THE SETTLEMENT**

22 **IF YOU OPT OUT, YOU WILL RECEIVE NO MONETARY RECOVERY AS A**
23 **CLASS MEMBER. HOWEVER, AGGRIEVED EMPLOYEES CANNOT OPT-OUT OF**
24 **THE PAGA SETTLEMENT AND WILL RECEIVE THEIR SHARE OF THE PAGA**
25 **PENALTIES PAYMENT. TO OPT OUT AS A CLASS MEMBER, YOU MUST**
COMPLETE, SIGN, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR
EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [REDACTED] TO THE
FOLLOWING ADDRESS:

26 Phoenix Settlement Administrators
27 P.O. Box 7208
28 Orange, CA 92863

1 **INSTRUCTIONS:**

- 2 1. You must timely complete, sign, and mail this form by [REDACTED] to be excluded from this
3 settlement.
4 2. If you move, please send the Settlement Administrator your new address.
5

6 **PLEASE TYPE OR PRINT:**

7 Name (First, Middle, Last): _____

8 Street Address: _____

9 City, State, Zip Code: _____

10 Former Names (if any): _____

11 Last four digits of your Social Security Number: _____

12 Daytime Telephone Number: _____
13
14

15 **CERTIFICATION:**

16 I wish to be excluded from the Settlement in the action *Griselda Razon, individually, and on*
17 *behalf of all other similarly situated current and former employees of Defendants v. Top N Catering,*
18 *a California Limited Liability Company; and DOES 1 through 50, inclusive, San Diego County*
19 *Superior Court Case No. 37-2021-00023578-CU-OE-CTL. I understand that in asking to be excluded*
20 *from the settlement class, I will receive no portion of the settlement approved by the Court in this*
21 *case.*
22

23 I declare under penalty of perjury under the laws of the United States and the State of
24 California that the information I have provided on this Form is true and correct.
25

26 X _____
27 (Sign your name here)
28

Date: _____