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8 RAMONA SILVA-HEREDIA, and all others similarly situated
(Additional attorneys for parties on following page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 RAMONA SILVA-HEREDIA, on behalf of
14 herself and all others similarly situated, and as an
“aggrieved employee” on behalf of other
15 “aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

16 *Plaintiff(s),*

17 vs.
18

19 TACOS LOS DESVELADOS, a California
corporation; TACOS LOS DESVELADOS
20 GLENDALE, INC., a California corporation;
TACOS LOS DESVELADOS WEST COVINA,
21 INC., a California corporation; TACOS LOS
DESVELADOS WHITTIER, INC., a California
22 corporation; ADOLFO VALENZUELA; and
DOES 1–50, inclusive,
23

24 *Defendant(s).*

Case No. 21STCV11103

**FIRST AMENDED CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Action filed: March 19, 2021
Dept: 17, The Honorable Maren E.
Nelson

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ATTORNEYS FOR DEFENDANT(S)

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Attorneys for Defendant(s),
TACOS LOS DESVELADOS, TACOS LOS
DESVELADOS GLENDALE, INC., TACOS
LOS DESVELADOS WEST COVINA, INC.,
TACOS LOS DESVELADOS WHITTIER, INC.,
AND ADOLFO VALENZUELA

1 This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is
2 made by and between plaintiff Ramona Silva-Heredia (“Plaintiff”) and defendants Tacos Los
3 Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc.,
4 Tacos Los Desvelados Whittier, Inc., and Adolfo Valenzuela (collectively “Defendants”). The
5 Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

6 **1. DEFINITIONS.**

7 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
8 Tacos Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West
9 Covina, Inc., Tacos Los Desvelados Whittier, Inc., and Adolfo Valenzuela captioned “Ramona
10 Silva-Heredia, on behalf of herself, and all others similarly situated, and as an ‘aggrieved
11 employee’ on behalf of other ‘aggrieved employees’ under the Labor Code Private Attorneys
12 General Act of 2004, *Plaintiff(s)*, vs. defendants Tacos Los Desvelados, Tacos Los Desvelados
13 Glendale, Inc., Tacos Los Desvelados West Covina, Inc., Tacos Los Desvelados Whittier, Inc.,
14 and Adolfo Valenzuela; and DOES 1 through 50, inclusive, *Defendant(s)*,” Case No.
15 21STCV11103 initiated on March 19, 2021 and pending in Superior Court of the State of
16 California, County of Los Angeles.

16 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
17 Parties have agreed to appoint to administer the Settlement.

17 1.3. “Administration Expenses Payment” means the amount the Administrator will be
18 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
19 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
20 with Preliminary Approval of the Settlement.

21 1.4. “Aggrieved Employee” means a person employed by Defendants in California and
22 classified as an hourly, non-exempt employee who worked for Defendants during the PAGA
23 Period.

23 1.5. “Class” means all persons employed by Defendants in California and classified as
24 hourly, non-exempt who worked for Defendants during the Class Period.

25 1.6. “Class Counsel” means David G. Spivak of The Spivak Law Firm.

26 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
27 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
28

1 expenses, respectively, incurred to prosecute the Action.

2 1.8. "Class Data" means Class Member identifying information in Defendants'
3 possession including the Class Member's name, last-known mailing address, Social Security
4 number, and number of Class Period Workweeks and PAGA Pay Periods.

5 1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as
6 either a Participating Class Member or Non-Participating Class Member (including a Non-
Participating Class Member who qualifies as an Aggrieved Employee).

7 1.10. "Class Member Address Search" means the Administrator's investigation and
8 search for current Class Member mailing addresses using all reasonably available sources,
9 methods and means including, but not limited to, the National Change of Address database, skip
10 traces, and direct contact by the Administrator with Class Members.

11 1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION
12 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
13 Class Members in English with a Spanish translation in the form, without material variation,
attached as Exhibit A and incorporated by reference into this Agreement.

14 1.12. "Class Period" means the period from March 19, 2017 to May 31, 2022.

15 1.13. "Class Representative" means the named Plaintiff in the operative complaint in the
16 Action seeking Court approval to serve as a Class Representative.

17 1.14. "Class Representative Service Payment" means the payment to the Class
Representative for initiating the Action and providing services in support of the Action.

18 1.15. "Court" means the Superior Court of California, County of Los Angeles.

19 1.16. "Defendants" means named defendants Tacos Los Desvelados, Tacos Los
20 Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc., Tacos Los Desvelados
21 Whittier, Inc., and Adolfo Valenzuela.

22 1.17. "Defense Counsel" means Roxana E. Verano of Landegger Verano & Davis, ALC.

23 1.18. "Effective Date" means the date by when both of the following have occurred: (a)
24 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
25 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
26 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
27 one or more Participating Class Members objects to the Settlement, the day after the deadline for
filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the

1 day after the appellate court affirms the Judgment and issues a remittitur.

2 1.19. “Final Approval” means the Court’s order granting final approval of the
3 Settlement.

4 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
5 Approval of the Settlement.

6 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final
7 Approval of the Settlement.

8 1.22. “Gross Settlement Amount” means \$200,000.00 which is the total amount
9 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross
10 Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments,
11 the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative
12 Service Payment and the Administrator’s Expenses. Defendants shall pay the Gross Settlement
13 Amount in three instalments as follows: (1) \$66,666.00 due within 60 days of the Court’s order
14 giving final approval of the Settlement or the Effective Date, whichever comes later, (2)
15 \$66,667.00 due within one year of the Court’s order giving final approval of the Settlement or the
16 Effective Date, whichever comes later, and (3) \$66,667 due within 2 years of the Court’s order
17 giving final approval of the Settlement or the Effective Date, whichever comes later. There will
18 be a proportionate distribution within 60 days of each installment payment. Class Counsel will
19 only receive their fees proportionally to the amounts received by the Class. Disbursement of the
20 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class
21 Representative Service Payment shall not precede disbursement of Individual Class Payments
22 and Individual PAGA Payments.

23 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata
24 share of the Net Settlement Amount calculated according to the number of Workweeks worked
25 during the Class Period.

26 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
27 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the
28 PAGA Period.

1.25. “Judgment” means the judgment entered by the Court based upon the Final
Approval.

1.26. “LWDA” means the California Labor and Workforce Development Agency, the

1 agency entitled, under Labor Code section 2699, subd. (i).

2 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
3 LWDA under Labor Code section 2699, subd. (i).

4 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
5 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
6 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
7 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
8 paid to Participating Class Members as Individual Class Payments.

9 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
10 Settlement by sending the Administrator a valid and timely Request for Exclusion.

11 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
12 worked for Defendants for at least one day during the PAGA Period.

13 1.31. “PAGA Period” means the period from March 08, 2020 to May 31, 2022.

14 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

15 1.33. “PAGA Notice” means Plaintiff’s March 08, 2021 letter to Defendants and the
16 LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

17 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
18 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,000) and the 75%
19 to LWDA (\$3,000) in settlement of PAGA claims.

20 1.35. “Participating Class Member” means a Class Member who does not submit a valid
21 and timely Request for Exclusion from the Settlement.

22 1.36. “Plaintiff” means Ramona Silva-Heredia, the named plaintiff in the Action.

23 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
24 of the Settlement.

25 1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary
26 Approval and Approval of PAGA Settlement.

27 1.39. “Released Class Claims” means the claims being released as described in
28 Paragraph 6.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in
Paragraph 6.2 below.

1.41. “Released Parties” means: Defendants and each of their former and present

1 directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
2 assigns subsidiaries, and affiliates.

3 1.42. “Request for Exclusion” means a Class Member’s submission of a written request
4 to be excluded from the Class Settlement signed by the Class Member.

5 1.43. “Response Deadline” means 60 days after the Administrator mails Notice to Class
6 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
7 fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or
8 her Objection to the Settlement. Class Members to whom Notice Packets are resent after having
9 been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond
10 the Response Deadline has expired.

11 1.44. “Settlement” means the disposition of the Action effected by this Agreement and
12 the Judgment.

13 1.45. “Workweek” means any week during which a Class Member worked for
14 Defendants for at least one day, during the Class Period.

15 **2. RECITALS.**

16 2.1. On March 19, 2021, Plaintiff commenced this Action by filing a Complaint
17 alleging causes of action against Defendants Tacos Los Desvelados, Tacos Los Desvelados
18 Glendale, Inc., Tacos Los Desvelados West Covina, Inc., and Tacos Los Desvelados Whittier,
19 Inc. for failure to pay wages, failure to provide meal periods, failure to authorize and permit rest
20 periods, failure to indemnify for business expenses, failure to issue proper wage statements,
21 failure to timely pay wages, failure to maintain required payroll records, and related claims. On
22 June 18, 2021, Plaintiff filed a First Amended Complaint alleging causes of action against
23 Defendants Tacos Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados
24 West Covina, Inc., and Tacos Los Desvelados Whittier, Inc. for failure to pay wages, failure to
25 provide meal periods, failure to authorize and permit rest periods, failure to indemnify for
26 business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to
27 maintain required payroll records, and related allegations, and for recovery of civil penalties
28 pursuant to Labor Code section 2698, *et seq.* On October 26, 2022, Plaintiff filed a Second
Amended Complaint naming Adolfo Valenzuela as an individual defendant. The Second
Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)

1 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the
2 laws identified in in the Operative Complaint and deny any and all liability for the causes of action
3 alleged.

4 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
5 notice to Defendants and the LWDA by sending the PAGA Notice.

6 2.3. On January 20, 2022, the Parties participated in an all-day mediation presided
7 over by Steve Cerveris which led to this Agreement to settle the Action.

8 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the number of
9 comparable employees, the number of workweeks, the number of pay periods, average rates of
10 pay, sample time records, sample payroll records, written policies, financial records, and related
11 information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
12 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
13 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

14 2.5. The Court has not granted class certification.

15 2.6. The Parties, Class Counsel and Defense Counsel represent that they are not aware
16 of any other pending matter or action asserting claims that will be extinguished or affected by the
17 Settlement.

18 **3. MONETARY TERMS.**

19 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
20 Defendants promise to pay \$200,000.00 and no more as the Gross Settlement Amount and to
21 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
22 Class Payments. Defendants shall pay the Gross Settlement Amount in three instalments as
23 follows: (1) \$66,666.00 due within 60 days of the Court's order giving final approval of the
24 Settlement or the Effective Date, whichever comes later, (2) \$66,667.00 due within one year of
25 the Court's order giving final approval of the Settlement or the Effective Date, whichever comes
26 later, and (3) \$66,667 due within 2 years of the Court's order giving final approval of the
27 Settlement or the Effective Date, whichever comes later. There will be a proportionate distribution
28 within 60 days of each installment payment. Class Counsel will only receive their fees
proportionally to the amounts received by the Class. Disbursement of the Class Counsel Fees
Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service

1 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
2 Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll
3 taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will
4 disburse the entire Gross Settlement Amount without asking or requiring Participating Class
5 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
6 Gross Settlement Amount will revert to Defendant.

6 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
7 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
8 the Court in the Final Approval:

9 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
10 Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any
11 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
12 Member or Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class
13 Representative Service Payment that does not exceed this amount. As part of the motion for Class
14 Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval
15 for any Class Representative Service Payments no later than 16 court days prior to the Final
16 Approval Hearing. If the Court approves a Class Representative Service Payment less than the
17 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
18 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
19 assumes full responsibility and liability for employee taxes owed on the Class Representative
20 Service Payment.

21 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
22 33.33%, which is currently estimated to be \$66,666.00 and a Class Counsel Litigation Expenses
23 Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments
24 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion
25 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
26 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
27 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
28 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any
portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The

1 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
2 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
3 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
4 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or
controversy regarding any division or sharing of any of these Payments.

5 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
6 \$12,500.00 except for a showing of good cause and as approved by the Court. To the extent the
7 Administration Expenses are less or the Court approves payment less than \$12,500.00, the
8 Administrator will retain the remainder in the Net Settlement Amount.

9 3.2.4. To Each Participating Class Member: An Individual Class Payment
10 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
11 by all Participating Class Members during the Class Period and (b) multiplying the result by each
Participating Class Member's Workweeks.

12 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each
13 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
14 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
15 reported on an IRS W-2 Form. 90% of each Participating Class Member's Individual Class
16 Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
17 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
18 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
employee taxes owed on their Individual Class Payment.

19 3.2.4.2. Effect of Non-Participating Class Members on Calculation
20 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
21 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
22 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
24 amount of \$4,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,000) allocated
to the LWDA PAGA Payment and 25% (\$1,000) allocated to the Individual PAGA Payments.

25 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
26 by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$1,000
27 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA

1 Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods.
2 Aggrieved Employees assume full responsibility and liability for any taxes owed on their
3 Individual PAGA Payment.

4 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
5 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
6 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
9 its records to date, Defendants estimate there are 140 Class Members who collectively worked a
10 total of 6,451 Workweeks, and 90 Aggrieved Employees who worked a total 2,694 of PAGA Pay
11 Periods.

12 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
13 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
14 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
15 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
16 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
17 employees who need access to the Class Data to effect and perform under this Agreement.
18 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
19 Class Data omitted class member identifying information and to provide corrected or updated
20 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
21 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
22 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
23 to missing or omitted Class Data.

24 4.3. Funding of Gross Settlement Amount. Defendants shall fund the Gross
25 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
26 taxes, in three installments by transmitting the funds to the Administrator as follows: (1)
27 \$66,666.00 due within 60 days of the Court's order giving final approval of the Settlement or the
28 Effective Date, whichever comes later, (2) \$66,667.00 due within one year of the Court's order
giving final approval of the Settlement or the Effective Date, whichever comes later, and (3)
\$66,667 due within 2 years of the Court's order giving final approval of the Settlement or the

1 Effective Date, whichever comes later. If Defendants fail to timely make an installment payment
2 as set forth in this Agreement, Defendants shall have fourteen (14) calendar days from the last
3 day the payment is due to cure the untimely installment payment. Defendants shall make any
4 payment under this provision pursuant to the Settlement Administrator's electronic transfer
5 instructions. Defendants' payment obligations with respect to the Gross Settlement Amount,
6 Defendants' share of payroll taxes, and to any cure shall be met upon initiating the electronic
7 transfer of funds to the Administrator, pursuant to the Administrator's instructions. In the event
8 of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to
9 resolve the issues.

10 4.4. Payments from the Gross Settlement Amount. Within 60 days after Defendants
11 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
12 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
13 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
14 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
15 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
16 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
17 Payments.

18 4.4.1. The Administrator will issue checks for the Individual Class Payments
19 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
20 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
21 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
22 not cashed by the void date. The Administrator will send checks for Individual Settlement
23 Payments to all Participating Class Members (including those for whom Class Notice was
24 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
25 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
26 Employees (including those for whom Class Notice was returned undelivered). The
27 Administrator may send Participating Class Members a single check combining the Individual
28 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all
other Class Members whose checks are returned undelivered without USPS forwarding address.

1 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
2 forwarding address provided or to an address ascertained through the Class Member Address
3 Search. The Administrator need not take further steps to deliver checks to Class Members whose
4 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
5 replacement check to any Class Member whose original check was lost or misplaced, requested
by the Class Member prior to the void date.

6 4.4.3. For any Class Member whose Individual Class Payment check or
7 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
8 shall transmit the funds represented by such checks to the California Controller's Unclaimed
9 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
the requirements of California Code of Civil Procedure Section 384, subd. (b).

10 4.4.4. The payment of Individual Class Payments and Individual PAGA
11 Payments shall not obligate Defendants to confer any additional benefits or make any additional
12 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
13 this Agreement.

14 **5. [OMITTED]**

15 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
16 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
17 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
against all Released Parties as follows:

18 6.1 Plaintiff's Release. In addition to the Released Class Claims and Released PAGA
19 Claims described below, Plaintiff and her respective former and present spouses, representatives,
20 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
21 Released Parties from all claims, demands, rights, liabilities and causes of action of every nature
22 and description whatsoever, whether known or unknown, asserted or that might have been
23 asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or
24 regulation arising out of, relating to, or in connection with any act or omission of the Released
25 Parties through the date of full execution of this Settlement Agreement in connection with his or
26 her employment or the termination thereof. ("Plaintiff's Release.") Plaintiff's Release does not
27 extend to any claims or actions to enforce this Agreement, or to those rights that as a matter of
law cannot be waived, including, but not limited to any claims for vested benefits, unemployment

benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

6.2 Release Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, in the Operative Complaint, and ascertained in the course of the Action, that arose during the Class Period including with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and maintain payroll records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse for necessary business expenses; (h) all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; (i) violation of or claims under the following sections of the California Labor Code sections 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all

1 of such causes of action under California law. (“Released Class Claims”). Except as set forth in
2 Section 6.3 of this Agreement, Participating Class Members do not release any other claims,
3 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
4 Housing Act, unemployment insurance, disability, social security, workers’ compensation, or
claims based on facts occurring outside the Class Period.

5 6.3 Release PAGA Claims by Aggrieved Employees: All Class Members who are
6 Aggrieved Employees, regardless of whether they are Participating Class Members or Non-
7 Participating Class Members, are deemed to release, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, the Released Parties from all claims demands, rights, liabilities and causes of action under
10 the California Labor Code Private Attorneys General Act that were alleged, or reasonably could
11 have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice
12 and ascertained in the course of the Action arising during or with respect to the PAGA Period.
13 (“Released PAGA Claims”). The foregoing release shall be binding on Plaintiff, the Aggrieved
14 Employees, and the State of California, and shall bar by res judicata any claim under the PAGA
15 brought by any person, including the Aggrieved Employees, on behalf of the State of California,
as to any claims predicated on the Released PAGA Claims.

16 **7. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and
17 file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with
18 the Court’s current checklist for Preliminary Approvals.

19 7.1 Defendants’ Declaration in Support of Preliminary Approval. Within 20_ days
20 of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a
21 signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
22 actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their
23 Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other
24 pending matter or action asserting claims that will be extinguished or adversely affected by the
Settlement.

25 7.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel
26 all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice,
27 and memorandum in support, of the Motion for Preliminary Approval that includes an analysis

1 of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under
2 Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval
3 and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration
4 from the Administrator attaching its “not to exceed” bid for administering the Settlement and
5 attesting to its willingness to serve; competency; operative procedures for protecting the security
6 of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other
7 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
8 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
9 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
10 and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members,
11 and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its
12 competency to represent the Class Members; its timely transmission to the LWDA of all necessary
13 PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
14 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
15 subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to
16 the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or
17 potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient.
18 In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware
19 of any other pending matter or action asserting claims that will be extinguished or adversely
20 affected by the Settlement.

21 7.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
22 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later
23 than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the
24 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion
25 for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary
26 Approval to the Administrator.

27 7.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion
28 for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person
or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
Preliminary Approval or conditions Preliminary Approval on any material change to this

1 Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of
2 the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
3 otherwise satisfy the Court's concerns.

4 **8. SETTLEMENT ADMINISTRATION.**

5 8.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
6 Administrators to serve as the Administrator and verified that, as a condition of appointment,
7 Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a
8 fiduciary, all duties specified in this Agreement in exchange for payment of Administration
9 Expenses. The Parties and their Counsel represent that they have no interest or relationship,
10 financial or otherwise, with the Administrator other than a professional relationship arising out of
prior experiences administering settlements.

11 8.2 Employer Identification Number. The Administrator shall have and use its own
12 Employer Identification Number for purposes of calculating payroll tax withholdings and
13 providing reports state and federal tax authorities.

14 8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund
15 that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
16 Regulation section 468B-1.

17 8.4 Notice to Class Members.

18 8.4.1 No later than three (3) business days after receipt of the Class Data, the
19 Administrator shall notify Class Counsel that the list has been received and state the number of
20 Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

21 8.4.2 Using best efforts to perform as soon as possible, and in no event later than
22 14 days after receiving the Class Data, the Administrator will send to all Class Members identified
23 in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice
24 with Spanish translation, substantially in the form attached to this Agreement as **Exhibit A**. The
25 first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class
26 Payment and/or Individual PAGA Payment payable to the Class Member, and the number of
27 Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
Class Notices, the Administrator shall update Class Member addresses using the National Change
of Address database.

8.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, any of the Defendants, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

8.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2 The Administrator may not reject a Request for Exclusion as invalid

1 because it fails to contain all the information specified in the Class Notice. The Administrator
2 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
3 identity of the person as a Class Member and the Class Member's desire to be excluded. The
4 Administrator's determination shall be final and not appealable or otherwise susceptible to
5 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
6 the Administrator may demand additional proof of the Class Member's identity. The
7 Administrator's determination of authenticity shall be final and not appealable or otherwise
susceptible to challenge.

8 8.5.3 Every Class Member who does not submit a timely and valid Request for
9 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
10 benefits and bound by all terms and conditions of the Settlement, including the Participating Class
11 Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the
Participating Class Member actually receives the Class Notice or objects to the Settlement.

12 8.5.4 Every Class Member who submits a valid and timely Request for
13 Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment
14 or have the right to object to the class action components of the Settlement. Because future PAGA
15 claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class
16 Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph
6.3 of this Agreement and are eligible for an Individual PAGA Payment.

17 8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days
18 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members
19 whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
20 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may
21 challenge the allocation by communicating with the Administrator via fax, email or mail. The
22 Administrator must encourage the challenging Class Member to submit supporting
23 documentation. In the absence of any contrary documentation, the Administrator is entitled to
24 presume that the Workweeks contained in the Class Notice are correct so long as they are
25 consistent with the Class Data. The Administrator's determination of each Class Member's
26 allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise
27 susceptible to challenge. The Administrator shall promptly provide copies of all challenges to
calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the

1 Administrator's determination of the challenges.

2 8.7 Objections to Settlement.

3 8.7.1 Only Participating Class Members may object to the class action
4 components of the Settlement and/or this Agreement, including contesting the fairness of the
5 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
6 Litigation Expenses Payment and/or Class Representative Service Payment.

7 8.7.2 Participating Class Members may send written objections to the
8 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
9 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
10 Hearing. A Participating Class Member who elects to send a written objection to the
11 Administrator must do so not later than 60 days after the Administrator's mailing of the Class
12 Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

13 8.7.3 Non-Participating Class Members have no right to object to any of the class
14 action components of the Settlement.

15 8.8 Administrator Duties. The Administrator has a duty to perform or observe all
16 tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

17 8.8.1 Website, Email Address and Toll-Free Number. The Administrator will
18 establish and maintain and use an internet website to post information of interest to Class
19 Members including the date, time and location for the Final Approval Hearing and copies of the
20 Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
21 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class
22 Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final
23 Approval and the Judgment. The Administrator will also maintain and monitor an email address
24 and a toll-free telephone number to receive Class Member calls, faxes and emails.

25 8.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
26 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
27 later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion,
28 the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the
names and other identifying information of Class Members who have timely submitted valid
Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of
Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for

1 Exclusion from Settlement submitted (whether valid or invalid).

2 8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide
3 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
4 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
5 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
6 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
7 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide
8 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
9 Requests for Exclusion and objections received.

10 8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
11 authority to address and make final decisions consistent with the terms of this Agreement on all
12 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
13 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

14 8.8.5 Administrator’s Declaration. Not later than 14 days before the date by
15 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
16 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable
17 for filing in Court attesting to its due diligence and compliance with all of its obligations under
18 this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices
19 returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the
20 total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
21 number of written objections and attach the Exclusion List. The Administrator will supplement
22 its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible
23 for filing the Administrator’s declaration(s) in Court.

24 8.8.6 Final Report by Administrator. Within 10 days after the Administrator
25 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel
26 and Defense Counsel with a final report detailing its disbursements by employee identification
27 number only of all payments made under this Agreement. At least 15 days before any deadline
28 set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all
payments required under this Agreement. Class Counsel is responsible for filing the
Administrator’s declaration in Court.

1
2 **9. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records,
3 Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 140 Class
4 Members and 6,451 Total Workweeks during the Class period and (2) there were 90 Aggrieved
5 Employees who worked 2,637 Pay Periods during the PAGA Period. If the number of Workweeks
6 as of the date the Court approves the settlement exceeds the referenced 6,451 Workweeks by more
7 than 15%, the Gross Settlement Amount, including the Class Counsel Fees Payment, the Class
8 Representative Payment, and the LWDA payment, will increase proportionally according to the
9 number of additional Workweeks above the 15% increase.

10 **10. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
11 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
12 Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties
13 agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
14 whatsoever, and that neither Party will have any further obligation to perform under this
15 Agreement; provided, however, Defendants will remain responsible for paying all Settlement
16 Administration Expenses incurred to that point. Defendants must notify Class Counsel and the
17 Court of its election to withdraw not later than seven (7) days after the Administrator sends the
18 final Exclusion List to Defense Counsel; late elections will have no effect.

19 **11. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
20 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
21 that includes a request for approval of the PAGA settlement under Labor Code section 2699,
22 subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for
23 Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later
24 than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense
25 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
26 any disagreements concerning the Motion for Final Approval.

27 **11.1 Response to Objections.** Each Party retains the right to respond to any objection
28 raised by a Participating Class Member, including the right to file responsive documents in Court
no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or

1 accepted by the Court.

2 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
3 Approval on any material change to the Settlement (including, but not limited to, the scope of
4 release to be granted by Class Members), the Parties will expeditiously work together in good
5 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
6 Approval. The Court's decision to award less than the amounts requested for the Class
7 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment and/or Administrator Expenses Payment shall not constitute a material
modification to the Agreement within the meaning of this paragraph.

9 11.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of
10 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for
11 purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

12 11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
13 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
14 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
15 respective counsel, and all Participating Class Members who did not object to the Settlement as
16 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
17 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
18 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
19 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
20 Parties' obligations to perform under this Agreement will be suspended until such time as the
21 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
the amount of the Net Settlement Amount.

22 11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
23 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
24 material modification of this Agreement (including, but not limited to, the scope of release to be
25 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless
26 expeditiously work together in good faith to address the appellate court's concerns and to obtain
27 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify

1 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
2 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
3 as long as the Gross Settlement Amount remains unchanged.

4 **12. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
5 Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed
6 amended judgment.

7
8 **13. ADDITIONAL PROVISIONS.**

9 13.1 No Admission of Liability, Class Certification or Representative Manageability
10 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
11 claims. Nothing in this Agreement is intended or should be construed as an admission by
12 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants
13 have any liability for any claims asserted; nor should it be intended or construed as an admission
14 by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class
15 certification and representative treatment is for purposes of this Settlement only. If, for any reason
16 the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants
17 reserve the right to contest certification of any class for any reasons, and Defendants reserve all
18 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
19 certification on any grounds available and to contest Defendants' defenses. The Settlement, this
20 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
Settlement and this Agreement).

21 13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
22 Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval
23 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or
24 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
25 Agreement directly or indirectly, specifically or generally, to any person, corporation, association,
26 government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses,
27 all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter;
(3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a

1 court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal
2 government agency.

3 Each Party agrees to immediately notify each other Party of any judicial or agency
4 order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and
5 Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
6 communication, before the filing of the Motion for Preliminary Approval, any with third party
7 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
8 “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s
9 communications with Class Members in accordance with Class Counsel’s ethical obligations
owed to Class Members.

10 13.3 No Solicitation. The Parties separately agree that they and their respective
11 counsel and employees will not solicit any Class Member to opt out of or object to the Settlement,
12 or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
13 Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical
obligations owed to Class Members.

14 13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
15 Agreement together with its attached exhibits shall constitute the entire agreement between the
16 Parties relating to the Settlement, superseding any and all oral representations, warranties,
covenants, or inducements made to or by any Party.

17 13.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant
18 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
19 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
20 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
21 terms of this Agreement including any amendments to this Agreement.

22 13.6 Cooperation. The Parties and their counsel will cooperate with each other and
23 use their best efforts, in good faith, to implement the Settlement by, among other things,
24 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
25 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
26 the form or content of any document necessary to implement the Settlement, or on any
27 modification of the Agreement that may become necessary to implement the Settlement, the
Parties will seek the assistance of a mediator and/or the Court for resolution.

1 13.7 No Prior Assignments. The Parties separately represent and warrant that they
2 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
3 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
4 action, or right released and discharged by the Party in this Settlement.

5 13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense
6 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
7 Settlement be relied upon as such within the meaning of United States Treasury Department
8 Circular 230 (31 CFR Part 10, as amended) or otherwise.

9 13.9 Modification of Agreement. This Agreement, and all parts of it, may be
10 amended, modified, changed, or waived only by an express written instrument signed by all
11 Parties or their representatives, and approved by the Court.

12 13.10 Agreement Binding on Successors. This Agreement will be binding upon, and
13 inure to the benefit of, the successors of each of the Parties.

14 13.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will
15 be governed by and interpreted according to the internal laws of the state of California, without
16 regard to conflict of law principles.

17 13.12 Cooperation in Drafting. The Parties have cooperated in the drafting and
18 preparation of this Agreement. This Agreement will not be construed against any Party on the
19 basis that the Party was the drafter or participated in the drafting.

20 13.13 Confidentiality. To the extent permitted by law, all agreements made, and orders
21 entered during Action and in this Agreement relating to the confidentiality of information shall
22 survive the execution of this Agreement.

23 13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant
24 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
25 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
26 connection with the Settlement, may be used only with respect to this Settlement, and no other
27 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
28 or rule of court. Not later than 90 days after the date when the Court discharges the
Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from
Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants

1 make a written request to Class Counsel for the return, rather than the destructions, of Class Data.

2 13.15 Headings. The descriptive heading of any section or paragraph of this Agreement
3 is inserted for convenience of reference only and does not constitute a part of this Agreement.

4 13.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
5 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
6 weekend or federal legal holiday, such date or deadline shall be on the first business day
thereafter.

7 13.17 Notice. All notices, demands or other communications between the Parties in
8 connection with this Agreement will be in writing and deemed to have been duly given as of the
9 third business day after mailing by United States mail, or the day sent by email or messenger,
10 addressed as follows:

11 To Plaintiff:
12 David G. Spivak, Esq.
13 The Spivak Law Firm
14 8605 Santa Monica Bl
15 PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

16 To Defendants:
17 Roxana E. Verano, Esq.
18 Landegger Verano & Davis, ALC
15760 Ventura Blvd.
19 Ste 1200
Encino, CA 91436
roxana@landeggeresq.com

20 13.18 Execution in Counterparts. This Agreement may be executed in one or more
21 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
22 Agreement shall be accepted as an original. All executed counterparts and each of them will be
23 deemed to be one and the same instrument if counsel for the Parties will exchange between
24 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
25 the existence and contents of this Agreement.

26 13.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement
27 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
28

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
2 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4
5 Dated:

By:

RAMONA SILVA-HEREDIA

6
7
8 Dated:

By:

Adolfo Valenzuela
for himself and for
Tacos Los Desvelados, Tacos Los
Desvelados Glendale, Inc., Tacos Los
Desvelados West Covina, Inc., and
Tacos Los Desvelados Whittier, Inc.

13 THE SPIVAK LAW FIRM

14
15 Dated: 09 / 18 / 2023

By:


DAVID G. SPIVAK, Attorneys for
Plaintiff, RAMONA SILVA-
HEREDIA, and all others similarly
situated

21 LANDEGGER VERANO & DAVIS, ALC

22
23 Dated:

By:

ROXANA E. VERANO, Attorneys for
Defendants, Tacos Los Desvelados,
Tacos Los Desvelados Glendale, Inc.,
Tacos Los Desvelados West Covina,
Inc., Tacos Los Desvelados Whittier,
Inc., and Adolfo Valenzuela

1 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
2 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
3 process.

4
5 Dated:

By:

RAMONA SILVA-HEREDIA

6
7
8 Dated: September 18, 2023

By:



Adolfo Valenzuela

for himself and for

Tacos Los Desvelados, Tacos Los
Desvelados Glendale, Inc., Tacos Los
Desvelados West Covina, Inc., and
Tacos Los Desvelados Whittier, Inc.

13 THE SPIVAK LAW FIRM

14
15 Dated:

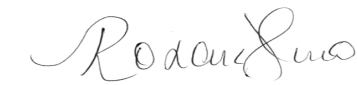
By:

DAVID G. SPIVAK, Attorneys for
Plaintiff, RAMONA SILVA-
HEREDIA, and all others similarly
situated

19
20
21 LANDEGGER VERANO & DAVIS, ALC

22
23 Dated: September 18, 2023

By:



ROXANA E. VERANO, Attorneys for
Defendants, Tacos Los Desvelados,
Tacos Los Desvelados Glendale, Inc.,
Tacos Los Desvelados West Covina,
Inc., Tacos Los Desvelados Whittier,
Inc., and Adolfo Valenzuela

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EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 *Ramona Silva-Heredia v. Tacos Los Desvelados, et al., Case No. 21STCV11103*

4 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
5 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

6 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Tacos Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc., Tacos Los Desvelados Whittier, Inc., and Adolfo Valenzuela (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by former Defendants’ employee Ramona Silva-Heredia (“Plaintiff”) and seeks payment of (1) wages and other relief for a class of hourly, non-exempt employees (“Class Members”) who worked for Defendants in California during the Class Period (March 19, 2017 to May 31, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all hourly, non-exempt employees who worked for Defendants in California during the PAGA Period (March 08, 2020 to May 31, 2022) (“Aggrieved Employees”).

12 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

15 Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$___ (less withholding) and your Individual PAGA Payment is estimated to be \$___**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

19 The above estimates are based on Defendants’ records showing that **you worked ___ Workweeks** during the Class Period and **you worked ___ Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

22 The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is —	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by —	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the ____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by ____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David G. Spivak of The Spivak Law Firm (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and

(2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Defendants shall pay the Gross Settlement Amount in three instalments as follows: (1) \$66,666.00 due within 60 days of the Court's order giving final approval of the Settlement or the Effective Date, whichever comes later, (2) \$66,667.00 due within one year of the Court's order giving final approval of the Settlement or the Effective Date, whichever comes later, and (3) \$66,667 due within 2 years of the Court's order giving final approval of the Settlement or the Effective Date, which ever is later. There will be a proportionate distribution within 60 days of each installment payment. Class Counsel will only receive their fees proportionally to the amounts received by the Class. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the first installment of the Gross Settlement within 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$66,666.00 (33.33%) of the Gross Settlement to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$12,500.00 to the Administrator for services administering the Settlement.

D. Up to \$4,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their

1 PAGA Pay Periods.

2 Participating Class Members have the right to object to any of these deductions. The Court
3 will consider all objections.

4 If the number of Workweeks as of the date the Court approves the settlement exceeds the
5 referenced 6,451 Workweeks by more than 15%, the Gross Settlement Amount, including the
6 Class Counsel Fees Payment, the Class Representative Payment, and the LWDA payment, will
increase proportionally according to the number of additional Workweeks above the 15%
increase.

7 3. Net Settlement Distributed to Class Members. After making the above deductions
8 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
9 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
Members based on their Class Period Workweeks.

10 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
11 the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages
12 (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is
13 subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay
14 employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

15 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
16 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
17 are responsible for paying all taxes (including penalties and interest on back taxes) on any
18 Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.

19 5. Need to Promptly Cash Payment Checks. The front of every check issued for
20 Individual Class Payments and Individual PAGA Payments will show the date when the check
21 expires (the void date). If you don’t cash it by the void date, your check will be automatically
cancelled, and the monies
will be deposited with the California Controller’s Unclaimed Property Fund in your name.

22 If the monies represented by your check is sent to the Controller’s Unclaimed Property,
23 you should consult the rules of the Fund for instructions on how to retrieve your money.

24 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
25 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
26 Administrator in writing, not later than ___, that you wish to opt-out. The easiest way to notify
27 the Administrator is to send a written and signed Request for Exclusion by the ___ Response
Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
representative setting forth a Class Member’s name, present address, telephone number, and a

1 simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,
2 Non-Participating Class Members) will not receive Individual Class Payments, but will preserve
3 their rights to personally pursue wage and hour claims against Defendants.

4 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
5 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
6 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
7 Defendants based on the PAGA Period facts alleged in the Action.

8 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
9 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
10 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
11 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
12 pay any money and Class Members will not release any claims against Defendants.

13 8. Administrator. The Court has appointed a neutral company, Phoenix Settlement
14 Administrators (the “Administrator”) to send this Notice, calculate and make payments, and
15 process Class Members’ Requests for Exclusion. The Administrator will also decide Class
16 Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and
17 perform other tasks necessary to administer the Settlement. The Administrator’s contact
18 information is contained in Section 9 of this Notice.

19 9. Participating Class Members’ Release. After the Judgment is final and Defendants
20 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
21 Participating Class Members will be legally barred from asserting any of the Released Class
22 Claims released under the Settlement. This means that unless you opted out by validly excluding
23 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
24 against Defendants or related entities for wages based on the Class Period facts and PAGA
25 penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

26 The Participating Class Members will be bound by the release of the following Released
27 Class Claims:

28 All Participating Class Members, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
release Released Parties from all claims that were alleged, or reasonably could have been
alleged, in the Operative Complaint that arose during the Class Period including with
respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to
pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-
compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay
for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and
maintain payroll records; (f) failure to pay all wages due upon separation of employment;
(g) failure to reimburse for necessary business expenses; (h) all claims under California
Business & Professions Code § 17200 for unfair business practices that could have been
premised on the facts, claims, causes of action or legal theories described above; (i)
violation of or claims under the following sections of the California Labor Code sections

201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for the release of the Released PAGA Claims by Aggrieved Employees (see below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting any of the Released PAGA Claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

1
2 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
3 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
4 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
5 until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can
6 submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.
7 Section 9 of this Notice has the Administrator's contact information.

8 You need to support your challenge by sending copies of pay stubs or other records. The
9 Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on
10 Defendants' records as accurate unless you send copies of records containing contrary
11 information. You should send copies rather than originals because the documents will not be
12 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based
13 on your submission and on input from Class Counsel (who will advocate on behalf of
14 Participating Class Members) and Defendants' Counsel. The Administrator's decision is final.
15 You can't appeal or otherwise challenge its final decision.

16 5. HOW WILL I GET PAID?

17 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
18 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
19 including those who also qualify as Aggrieved Employees. The single check will combine the
20 Individual Class Payment and the Individual PAGA Payment.

21 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
22 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
23 Settlement (i.e., every Non-Participating Class Member).

24 **Your check will be sent to the same address as this Notice. If you change your
25 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
26 the Administrator's contact information.**

27 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

28 Submit a written and signed letter with your name, present address, telephone number,
and a simple statement that you do not want to participate in the Settlement. The Administrator
will exclude you based on any writing communicating your request be excluded. Be sure to
personally sign your request, identify the Action as *Ramona Silva-Heredia vs. Tacos Los
Desvelados, et al.*, Case No. 21STCV11103, and include your identifying information (full name,
address, telephone number, approximate dates of employment, and social security number for
verification purposes). You must make the request yourself. If someone else makes the request
for you, it will not be valid. **The Administrator must be sent your request to be excluded by
____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

29 7. HOW DO I OBJECT TO THE SETTLEMENT?

1 Only Participating Class Members have the right to object to the Settlement. Before deciding
2 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
3 approve. At least ___ days before the ___ Final Approval Hearing, Class Counsel and/or Plaintiff
4 will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons
5 why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service
6 Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
7 expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.
8 Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)
9 will send you copies of these documents at no cost to you. You can also view them on the
10 Administrator's Website ([url](#)) or the Court's website ([url](#)).

11 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
12 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
13 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
14 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
15 Administrator is ___.** Be sure to tell the Administrator what you object to, why you object, and
16 any facts that support your objection. Make sure you identify the Action, *Ramona Silva-Heredia
17 vs. Tacos Los Desvelados*, case no. 21STCV11103, and include your name, current address,
18 telephone number, and approximate dates of employment for Defendants and sign the objection.
19 Section 9 of this Notice has the Administrator's contact information.

20 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
21 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
22 to tell the Court what you object to, why you object, and any facts that support your objection.
23 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
24 Hearing.

25 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

26 You can, but don't have to, attend the Final Approval Hearing on ___ at (time) in Department 17
27 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street,
28 Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval
of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff,
and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually via ___ (https://www. ___). Check the Court's website for the most current
information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website ___ beforehand or contact Class Counsel to verify the date and time of
the Final Approval Hearing.

25 **9. HOW CAN I GET MORE INFORMATION?**

26 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
27 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other

Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.____.aspx) and entering the Case Number for the Action, Case No. 21STCV11103. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling ____.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: David G. Spivak
Email Address: david@spivaklaw.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
Telephone: (213) 725-9094

Administrator:

Name of Company: Phoenix Settlement Administrators
Email Address: ____
Mailing Address: ____
Telephone: ____
Fax Number: ____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund ____ for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

1 DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com

2 MAYA CHEAITANI (SBN 335777)
maya@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

Teléfono: (213) 725-9094

6 Facsímil: (213) 634-2485

7 Abogados de los Demandantes,

8 RAMONA SILVA-HEREDIA, y todos los demás en situación similar

(Abogados adicionales para las partes en la página siguiente)

9 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**

10 **PARA EL CONDADO DE LOS ANGELES**

11 **(JURISDICCIÓN ILIMITADA)**

12
13 RAMONA SILVA-HEREDIA, en su nombre y el
14 de todos los demás en situación similar, y como
15 “empleada agraviada” en nombre de otros
16 “empleados agraviados” según la Ley General de
Abogados Privados del Código Laboral de 2004,

17 *Demandante(s),*

18 vs.

19 TACOS LOS DESVELADOS, una corporación
de California; TACOS LOS DESVELADOS
20 GLENDALE, INC., una corporación de
California; TACOS LOS DESVELADOS WEST
21 COVINA, INC., una corporación de California;
22 TACOS LOS DESVELADOS WHITTIER,
INC., una corporación de California; ADOLFO
23 VALENZUELA; y DOES 1–50, inclusive,

24 *Demandado(s).*

Número de Caso: 21STCV11103

**PRIMERA ACCIÓN COLECTIVA
MODIFICADA Y ACUERDO DE
CONCILIACIÓN PAGA Y AVISO AL
GRUPO**

Acción interpuesta: 19 de marzo de 2021

Departamento: 17, La Honorable
Maren E. Nelson

1
2 **ABOGADOS DE LOS DEMANDADOS**

3 ROXANA E. VERANO (SBN 186837)
4 roxana@landeggeresq.com
5 LANDEGGER VERANO & DAVIS, ALC
6 15760 Ventura Blvd.
7 Ste. 1200
8 Encino CA 91436
9 Teléfono: (818) 986-7561
10 Facsímil: (818) 986-5147

11 Abogados de los demandados,
12 TACOS LOS DESVELADOS, TACOS LOS
13 DESVELADOS GLENDALE, INC., TACOS
14 LOS DESVELADOS WEST COVINA, INC.,
15 TACOS LOS DESVELADOS WHITTIER, INC.,
16 Y ADOLFO VALENZUELA
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1 Esta Primera Acción Colectiva Modificada y Acuerdo de Conciliación PAGA
2 (“Acuerdo”) se celebra por y entre la demandante Ramona Silva-Heredia (“Demandante”) y los
3 demandados Tacos Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados
4 West Covina, Inc., Tacos Los Desvelados Whittier, Inc., y Adolfo Valenzuela (colectivamente
5 “Demandados”). El Acuerdo se refiere a la Demandante y a los Demandados colectivamente
6 como “Partes” o individualmente como “Parte”.

7 **1. DEFINICIONES.**

8 1.1. “Acción” significa la demanda de la Demandante que alega violaciones de
9 salarios y horas contra Tacos Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los
10 Desvelados West Covina, Inc., Tacos Los Desvelados Whittier, Inc. y Adolfo Valenzuela titulada
11 “Ramona Silva- Heredia, en su nombre y en el de todos los demás en situación similar, y como
12 “empleada agraviada” en nombre de otros “empleados agraviados” según la Ley General de
13 Abogados Privados del Código Laboral de 2004, *Demandantes*, contra los demandados Tacos
14 Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc.,
15 Tacos Los Desvelados Whittier, Inc. y Adolfo Valenzuela; y DOES 1 a 50, inclusive,
16 *Demandado(s)*”, Caso Número 21STCV11103 iniciado el 19 de marzo de 2021 y pendiente en el
17 Tribunal Superior del Estado de California, Condado de Los Angeles.

18 1.2. “Administrador” significa Phoenix Settlement Administrators, la entidad neutral
19 que las Partes acordaron designar para administrar el Acuerdo.

20 1.3. “Pago de Gastos de Administración” significa el monto que se le pagará al
21 Administrador con cargo al Monto Bruto del Acuerdo para reembolsar sus honorarios y gastos
22 razonables de conformidad con la oferta de “no exceder” del Administrador presentada al
23 Tribunal en relación con la Aprobación Preliminar del Acuerdo.

24 1.4. “Empleado agraviado” significa una persona empleada por los Demandados en
25 California y clasificada como empleado por hora, no exento, que trabajó para los Demandados
26 durante el Período PAGA.

27 1.5. “Grupo” significa todas las personas empleadas por los Demandados en
28 California y clasificadas como empleados por hora, no exentos, que trabajaron para los
Demandados durante el Período del Grupo.

1.6. “Abogados del Grupo” significa David G. Spivak de The Spivak Law Firm.

1.7. “Pago de Honorarios de los Abogados del Grupo” y “Pago de Gastos de Litigio de los Abogados del Grupo” significan los montos asignados a los Abogados del Grupo para el reembolso de los honorarios y gastos razonables de los abogados, respectivamente, incurridos para procesar la Demanda.

1.8. “Datos del Grupo” significa la información de identificación del Miembro del Grupo en posesión de los Demandados, incluyendo el nombre del Miembro del Grupo, la última dirección postal conocida, el número de Seguro Social y número de Semanas Laborales del Período del Grupo y Períodos de Pago PAGA.

1.9. “Miembro del Grupo” o “Miembro del Grupo del Acuerdo” significa un miembro del Grupo, ya sea como Miembro Participante del Grupo o como Miembro No Participante del Grupo (incluyendo un Miembro No Participante del Grupo que reúna los requisitos como Empleado Agraviado).

1.10. “Búsqueda de Direcciones de Miembros del Grupo” significa la investigación y la búsqueda por parte del Administrador de las direcciones postales actuales de los Miembros del Grupo utilizando todas las fuentes, métodos y medios razonablemente disponibles, incluyendo, entre otros, la base de datos Nacional de Cambio de Dirección, los rastreos de omisión y el contacto directo por parte del Administrador con los Miembros del Grupo.

1.11. “Aviso al Grupo” significa el AVISO AL GRUPO APROBADO POR EL TRIBUNAL DEL ACUERDO DE LA ACCIÓN COLECTIVA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL, que se enviará por correo a los Miembros del Grupo en inglés con una traducción al español en el formulario, sin variación material, adjunto como Anexo A e incorporado por referencia en este Acuerdo.

1.12. “Período del Grupo” significa el período comprendido entre el 19 de marzo de 2017 y el 31 de mayo de 2022.

1.13. “Representante del Grupo” significa la Demandante nombrada en la demanda operativa de la Acción que solicita la aprobación del Tribunal para actuar como Representante del Grupo.

1.14. “Pago por los Servicios de la Representante del Grupo” significa el pago a la Representante del Grupo por iniciar la Acción y prestar servicios en apoyo de la Acción.

1.15. “Tribunal” significa el Tribunal Superior de California, Condado de Los Angeles.

1.16. “Demandados” significa los demandados nombrados Tacos Los Desvelados,

1 Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc., Tacos Los
2 Desvelados Whittier, Inc. y Adolfo Valenzuela.

3 1.17. “Abogados Defensores” significa Roxana E. Verano de Landegger Verano &
4 Davis, ALC.

5 1.18. “Fecha de Entrada en Vigor” significa la fecha en la que se hayan producido las
6 dos situaciones siguientes: (a) el Tribunal dicta Sentencia sobre su Orden que otorga la
7 Aprobación Final del Acuerdo; y (b) la Sentencia es final. La Sentencia será final a partir del
8 último de los siguientes acontecimientos: (a) si ningún Miembro Participante del Grupo se opone
9 al Acuerdo, el día en que el Tribunal dicte Sentencia; (b) si uno o más Miembros Participantes
10 del Grupo se oponen al Acuerdo, el día después del plazo para presentar una notificación de
11 apelación de la Sentencia; o si se presenta una apelación oportuna de la Sentencia, al día siguiente
12 de que el tribunal de apelaciones confirme la Sentencia y emita un remittitur.

13 1.19. “Aprobación Final” significa la orden del Tribunal que otorga la aprobación final
14 del Acuerdo.

15 1.20. “Audiencia de Aprobación Final” significa la audiencia del Tribunal sobre la
16 Moción de Aprobación Final del Acuerdo.

17 1.21. “Sentencia Final” significa la Sentencia Emitida por el Tribunal al Otorgar la
18 Aprobación Final del Acuerdo.

19 1.22. “Monto Bruto del Acuerdo” significa \$200,000.00 que es el monto total que los
20 Demandados aceptan pagar según el Acuerdo, excepto lo dispuesto en el Párrafo 9 a continuación.
21 El Monto Bruto del Acuerdo se utilizará para pagar los Pagos Individuales del Grupo, los Pagos
22 Individuales PAGA, el Pago PAGA de la LWDA, los Honorarios de los Abogados del Grupo, los
23 Gastos de los Abogados del Grupo, el Pago por los Servicios de la Representante del Grupo y los
24 Gastos del Administrador. Los Demandados pagarán el Monto Bruto del Acuerdo en tres cuotas
25 de la siguiente manera: (1) \$66,666.00 pagaderos dentro de los 60 días de la orden del Tribunal
26 que da la Aprobación Final del Acuerdo o la Fecha de Entrada en Vigor, lo que ocurra primero,
27 (2) \$66,667.00 pagaderos dentro de un año de la orden del Tribunal que da la aprobación final del
28 Acuerdo o la Fecha de Entrada en Vigor, lo que ocurra primero, y (3) \$66,667 pagaderos dentro
de los 2 años posteriores a la orden del Tribunal que da la aprobación final del Acuerdo o la Fecha
de Entrada en Vigor, lo que ocurra primero. Se realizará una distribución proporcional dentro de
los 60 días siguientes al pago de cada cuota. Los Abogados del Grupo sólo recibirán sus

1 honorarios proporcionalmente a los montos recibidos por el Grupo. El desembolso del pago de
2 los Honorarios de los Abogados del Grupo, el Pago de los Gastos de Litigio de los Abogados del
3 Grupo y el Pago de los Servicio de la Representante del Grupo no precederá al desembolso de los
4 Pagos Individuales del Grupo y los Pagos Individuales de PAGA.

5 1.23. “Pago individual del grupo” significa la parte prorrateada del Miembro
6 Participante del Grupo del Monto Neto del Acuerdo calculado de conformidad con el número de
7 Semanas Laborales trabajadas durante el Período del Grupo.

8 1.24. “Pago Individual PAGA” significa la parte prorrateada del 25% de las Sanciones
9 PAGA del Empleado Agraviado calculadas según el número de Periodos de Pago trabajados
10 durante el Período PAGA.

11 1.25. “Sentencia” significa la sentencia dictada por el Tribunal basada en la
12 Aprobación Final.

13 1.26. “LWDA” se refiere a la Agencia de Trabajo y Desarrollo de la Fuerza Laboral de
14 California (California Labor and Workforce Development Agency), la agencia facultada, según
15 la Sección 2699, subd. (i) del Código Laboral.

16 1.27. “Pago LWDA PAGA” significa el 75% de las sanciones PAGA pagadas a la
17 LWDA según la Sección 2699, subd. (i) del Código Laboral.

18 1.28. “Monto Neto del Acuerdo” significa el Monto Bruto del Acuerdo, menos los
19 siguientes pagos en los montos aprobados por el Tribunal: Pagos PAGA Individuales, Pago
20 PAGA de la LWDA, Pago de los Servicios de la Representantes del Grupo, Pago de Honorarios
21 de los Abogados del Grupo, Pago de Gastos de Litigio de los Abogados del Grupo y Pago de
22 Gastos de Administración. El resto se pagará a los Miembros Participantes del Grupo como pagos
23 Individuales del Grupo.

24 1.29. “Miembro No Participante del Grupo” significa cualquier Miembro del Grupo
25 que opte por no participar y/o excluirse en el Acuerdo enviando al Administrador una Solicitud
26 de Exclusión válida y oportuna.

27 1.30. “Período de Pago PAGA” significa cualquier Período de Pago durante el cual un
28 Empleado Agraviado trabajó para los Demandados por lo menos un día durante el Período PAGA.

1.31. “Período PAGA” significa el período comprendido entre el 08 de marzo de 2020
y el 31 de mayo de 2022.

1.32. “PAGA” significa la Ley General de Abogados Privados (Código Laboral secs.

1 2698. *et seq.*).

2 1.33. “Aviso PAGA” significa la carta de la Demandante del 08 de marzo de 2021 a
3 los Demandados y a la LWDA en la que se proporciona un aviso de conformidad con la sección
4 2699.3, subd.(a) del Código Laboral.

5 1.34. “Sanciones PAGA” significa el monto total de las sanciones civiles PAGA que
6 se pagarán del Monto Bruto del Acuerdo, asignado el 25% a los Empleados Agraviados (\$1,000)
7 y el 75% a la LWDA (\$3,000) en concepto de la liquidación de las reclamaciones PAGA.

8 1.35. “Miembro Participante del Grupo” significa un Miembro del Grupo que no
9 presenta una Solicitud de Exclusión del Acuerdo válida y oportuna.

10 1.36. “Demandante” significa Ramona Silva-Heredia, la demandante nombrada en la
11 Acción.

12 1.37. “Aprobación Preliminar” significa la Orden del Tribunal que Otorga la
13 Aprobación Preliminar del Acuerdo.

14 1.38. “Orden de Aprobación Preliminar” significa la propuesta de la Orden que Otorga
15 la Aprobación Preliminar y la Aprobación del Acuerdo PAGA.

16 1.39. “Reclamaciones del Grupo Liberadas” significa las reclamaciones que se liberan
17 como se describe en el Párrafo 6.2 a continuación.

18 1.40. “Reclamaciones PAGA Liberadas” significa las reclamaciones que se liberan
19 como se describe en el Párrafo 6.2 a continuación.

20 1.41. “Partes Exoneradas” significa: Los demandados y cada uno de sus directores,
21 funcionarios, accionistas, propietarios, miembros, abogados, aseguradores, predecesores,
22 sucesores, cesionarios, subsidiarias y afiliados actuales y anteriores.

23 1.42. “Solicitud de Exclusión” significa la presentación por parte de un Miembro del
24 Grupo de una solicitud por escrito para ser excluido del Acuerdo del Grupo firmada por el
25 Miembro del Grupo.

26 1.43. “Plazo de Respuesta” significa 60 días después de que el Administrador envíe
27 por correo el Aviso a los Miembros del Grupo y a los empleados agraviados, y será la última
28 fecha en la que los Miembros del Grupo podrán: (a) enviar por fax, correo electrónico o correo
postal las Solicitudes de Exclusión del Acuerdo, o (b) enviar por fax, correo electrónico o correo
postal su Objeción al Acuerdo. Los Miembros del Grupo a quienes se les reenvían los paquetes
de notificación después de haber sido devueltos al Administrador sin poder entregarlos tendrán

1 14 días calendario adicionales después de que haya transcurrido el Plazo de Respuesta.

2 1.44. “Acuerdo” significa la disposición de la Acción efectuada por el presente
3 Acuerdo y la Sentencia.

4 1.45. “Semana Laboral” significa cualquier semana durante la cual un Miembro del
5 Grupo trabajó para los Demandados por lo menos un día, durante el Período del Grupo.

6 **2. CONSIDERANDOS.**

7 2.1. El 19 de marzo de 2021, la Demandante inició esta Acción presentando una
8 Demanda alegando causas de acción contra los Demandados Tacos Los Desvelados, Tacos Los
9 Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc. y Tacos Los Desvelados
10 Whittier, Inc. por no pagar salarios, no proveer períodos para comer, no autorizar ni dar períodos
11 de descanso, no indemnizar gastos relacionados con el trabajo, no emitir las declaraciones
12 salariales adecuadas, no pagar puntualmente los salarios, no mantener los registros de nómina
13 requeridos y reclamaciones relacionadas. En 18 de junio de 2021, la Demandante presentó una
14 Primera Demanda Modificada alegando causas de acción contra los Demandados Tacos Los
15 Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West Covina, Inc. y
16 Tacos Los Desvelados Whittier, Inc. por no pagar salarios, no proveer períodos para comer, no
17 autorizar ni dar períodos de descanso, no indemnizar gastos relacionados con el trabajo, no emitir
18 declaraciones salariales adecuadas, no pagar puntualmente los salarios, no mantener los registros
19 de nómina requeridos y alegaciones relacionadas, y para la recuperación de sanciones civiles de
20 conformidad con el Código Laboral sección 2698, *et seq.* El 26 de octubre de 2022, la
21 Demandante presentó una Segunda Demanda Modificada nombrando a Adolfo Valenzuela como
22 demandado individual. La Segunda Demanda Modificada es la demanda operativa de la Acción
(la “Demanda Operativa”). Los Demandados niegan las alegaciones contenidas en la Demanda
Operativa, niegan cualquier incumplimiento de las leyes identificadas en la Demanda Operativa
y niegan toda responsabilidad por las causas de acción alegadas.

23 2.2. De conformidad con la sección 2699.3, subd.(a) del Código Laboral, la
24 Demandante notificó oportunamente por escrito a los Demandados y a la LWDA mediante el
25 envío del Aviso PAGA.

26 2.3. El 20 de enero de 2022, las Partes participaron en una mediación de todo un día
27 de duración presidida por Steve Cerveris que dio lugar al presente Acuerdo para resolver la

1 Acción.

2 2.4. Antes de la mediación, la Demandante obtuvo, mediante la presentación de
3 pruebas informal, el número de empleados comparables, el número de semanas laborales, el
4 número de períodos de pago, las tasas promedio de pago, ejemplos de registros de tiempo,
5 ejemplos de registros de nómina, políticas escritas, registros financieros e información
6 relacionada. La investigación de la Demandante fue suficiente para satisfacer los criterios para la
7 aprobación del tribunal establecidos en *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th
8 1794, 1801 y *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130
9 (“*Dunk/Kullar*”).

10 2.5. El Tribunal no ha concedido la certificación del grupo.

11 2.6. Las Partes, los Abogados del Grupo y los Abogados Defensores declaran que no
12 tienen conocimiento de ningún otro asunto o acción pendiente en la que se presenten
13 reclamaciones que se extinguirán o se verán afectados por el Acuerdo.

14 3. TÉRMINOS MONETARIOS.

15 3.1. Monto Bruto del Acuerdo. Salvo que se disponga lo contrario en el Párrafo 9 a
16 continuación, los Demandados prometen pagar \$200,000.00 y no más como Monto Bruto del
17 Acuerdo y pagar por separado todos y cada uno de los impuestos sobre la nómina del empleador
18 adeudados sobre las Porciones Salariales de los Pagos Individuales del Grupo. Los Demandados
19 pagarán el Monto Bruto del Acuerdo en tres cuotas de la siguiente manera: (1) \$66,666.00
20 pagaderos dentro de los 60 días de la orden del Tribunal que otorgue la aprobación final del
21 Acuerdo o la Fecha de Entrada en Vigor, lo que ocurra primero, (2) \$66,667.00 pagaderos dentro
22 de un año de la orden del Tribunal que otorgue la aprobación final del Acuerdo o la Fecha de
23 Entrada en Vigor, lo que ocurra primero, y (3) \$66,667 pagaderos dentro de los 2 años posteriores
24 a la orden del Tribunal que otorgue la aprobación final del Acuerdo o la Fecha de Entrada en
25 Vigor, lo que ocurra primero. Se realizará una distribución proporcional dentro de los 60 días
26 siguientes al pago de cada cuota. Los Abogados del Grupo sólo recibirán sus honorarios
27 proporcionalmente a los montos recibidos por el grupo. El desembolso del pago de los honorarios
28 de los abogados del grupo, el pago de los gastos de litigio de los abogados del grupo y el pago del
servicio de la representante del grupo no precederá al desembolso de los pagos individuales del
grupo y los pagos individuales PAGA. Los Demandados no tienen ninguna obligación de pagar

1 el Monto Bruto del Acuerdo (ni ningún impuesto sobre la nómina) antes del plazo establecido en
2 el Párrafo 4.3 de este Acuerdo. El Administrador desembolsará la totalidad del Monto Bruto del
3 Acuerdo sin pedir ni exigir a los Miembros Participantes del Grupo ni a los Empleados
4 Agraviados que presenten ninguna reclamación como condición de pago. Ninguna parte del
Monto Bruto del Acuerdo revertirá al Demandado.

5 3.2. Pagos con cargo al Monto Bruto del Acuerdo. El Administrador realizará y
6 deducirá los siguientes pagos del Monto Bruto del Acuerdo, en los montos especificados por el
7 Tribunal en la Aprobación Final:

8 3.2.1. A la demandante: Pago por los servicios de la Representante del Grupo
9 de no más de \$5,000,00 (además de cualquier Pago individual del grupo y cualquier Pago PAGA
10 Individual que la Representante del Grupo tenga derecho a recibir como Miembro Participante
11 del Grupo o Empleado agraviado). Los Demandados no se opondrán a la solicitud de la
12 Demandante de un pago por los Servicios de la Representante del Grupo que no exceda este
13 monto. Como parte de la moción para el pago de los honorarios de los Abogados del Grupo y el
14 pago de los gastos del litigio del grupo, la demandante solicitará la aprobación del Tribunal para
15 cualquier pago por los servicios de la Representante del Grupo a más tardar 16 días hábiles para
16 los Tribunales antes de la audiencia de aprobación final. Si el Tribunal aprueba un Pago por los
17 servicios de la Representante del Grupo menor que el monto solicitado, el Administrador retendrá
18 el resto del Monto Neto del Acuerdo. El Administrador pagará el Pago de los Servicios de la
19 Representante del Grupo utilizando el Formulario 1099 del IRS. La Demandante asume toda la
responsabilidad y la responsabilidad por los impuestos adeudados por los empleados en el Pago
de los Servicios de la Representante del Grupo.

20 3.2.2. A los abogados del grupo: Un pago de honorarios de los abogados del
21 grupo de no más del 33.33%, que actualmente se estima en \$66,666,00, y un pago de gastos de
22 litigio de los abogados del grupo de no más de \$15,000,00. Los demandados no se opondrán a las
23 solicitudes de estos pagos siempre que no superen dichos montos. La demandante y/o los
24 abogados del grupo presentarán una moción para el pago de honorarios de los abogados del grupo
25 y el pago de los gastos del litigio del grupo a más tardar 16 días hábiles para los Tribunales antes
26 de la audiencia de aprobación final. Si el Tribunal aprueba un Pago de honorarios de los abogados
27 del grupo y/o un Pago de gastos de litigio de los abogados del grupo menores a los montos
solicitados, el Administrador asignará el resto al Monto Neto del Acuerdo. Las Partes exoneradas

no tendrán ninguna responsabilidad ante los Abogados del Grupo ni ante cualquier otro Abogado de la demandante que surja de cualquier reclamación de cualquier parte del Pago de honorarios de los Abogados del Grupo y/o Pago de gastos de litigio de los Abogados del Grupo. El Administrador pagará los honorarios de los abogados del grupo y el pago de los gastos de los abogados del grupo utilizando uno o más formularios 1099 del IRS. Los Abogados del Grupo asumen toda la responsabilidad por los impuestos adeudados sobre el Pago de honorarios de los Abogados del Grupo y el Pago de gastos de litigio de los Abogados del Grupo y exime de responsabilidad a los Demandados e indemniza a los Demandados de cualquier disputa o controversia relacionada con cualquier división o repartición de cualquiera de estos Pagos.

3.2.3. Al administrador: Un pago por los gastos de administración que no excederá de \$12,500.00, excepto que se demuestre una causa justificada y que el Tribunal lo Apruebe. En la medida en que los Gastos de Administración sean menores o el Tribunal apruebe un pago menor a \$12,500.00, el Administrador retendrá el resto del Monto Neto del Acuerdo.

3.2.4. A cada miembro participante del grupo: Un Pago Individual del Grupo calculado (a) dividiendo el Monto Neto del Acuerdo por el número total de Semanas Laborales trabajadas por todos los Miembros Participantes del Grupo durante el Período del Grupo y (b) multiplicando el resultado por las Semanas Laborales de cada Miembro Participante del Grupo.

3.2.4.1. Asignación de impuestos de pagos individuales del grupo. El 10% del Pago Individual del Grupo de cada miembro participante del grupo se asignará a la liquidación de reclamaciones salariales (la “Porción salarial”). Las porciones salariales están sujetas a retención de impuestos y se declararán en un formulario W-2 del IRS. El 90% del Pago Individual del Grupo de cada miembro participante del grupo se asignará a la liquidación de las reclamaciones por intereses y sanciones (la “Porción no salarial”). Las porciones no salariales no están sujetas a retenciones salariales y se declararán en los formularios 1099 del IRS. Los miembros participantes del grupo asumen toda responsabilidad y obligación de pagar los impuestos a los empleados adeudado en su Pago Individual del Grupo.

3.2.4.2. Efecto de los miembros no participantes del grupo en el cálculo de los Pagos individuales del grupo. Los miembros no participantes del grupo no recibirán ningún Pago Individual del Grupo. El Administrador retendrá montos iguales a sus Pagos Individuales del Grupo en el Monto Neto del Acuerdo para distribuirlos a los Miembros participantes del grupo de manera prorrateada.

3.2.5. A la LWDA y los empleados agraviados: Sanciones PAGA por un monto de \$4,000.00 que se pagará del Monto Bruto del Acuerdo, con el 75% (\$3,000) asignado al Pago PAGA de la LWDA y el 25% (\$1,000) asignado a los Pagos PAGA Individuales.

3.2.5.1. El Administrador calculará cada Pago PAGA Individual (a) dividiendo el monto de la participación del 25% de las Sanciones PAGA de \$1,000 de los Empleados Agraviados por el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados durante el Período PAGA y (b) multiplicando el resultado por los Períodos de Pago PAGA de cada Empleado Agraviado. Los Empleados Agraviados asumen total responsabilidad por cualquier impuesto adeudado sobre su Pago PAGA Individual.

3.2.5.2. Si el Tribunal aprueba las sanciones PAGA por un monto menor a lo solicitado, el Administrador asignará el resto al Monto Neto del Acuerdo. El Administrador declarará los pagos PAGA individuales en los formularios 1099 del IRS.

4. FINANCIACIÓN Y PAGOS DEL ACUERDO.

4.1. Semanas laborales del grupo y períodos de pago de los empleados agraviados. Con base en una revisión de sus registros hasta la fecha, los Demandados estiman que hay 140 Miembros del Grupo que trabajaron colectivamente un total de 6,451 semanas laborales y 90 empleados agraviados que trabajaron un total de 2,694 períodos de pago PAGA.

4.2. Datos del Grupo. A más tardar 15 días después de que el Tribunal otorgue la aprobación preliminar del Acuerdo, los Demandados entregarán simultáneamente los Datos del Grupo al Administrador, en forma de una hoja de cálculo de Microsoft Excel. Para proteger los derechos de privacidad de los Miembros del Grupo, el Administrador debe mantener la confidencialidad de los Datos del Grupo, utilizar los Datos del Grupo únicamente para los fines de este Acuerdo y ningún otro fin, y restringir el acceso a los Datos del Grupo a los empleados del Administrador que necesiten acceder a los Datos del Grupo para llevar a cabo y cumplir con este Acuerdo. Los Demandados tienen la obligación continua de notificar inmediatamente a los Abogados del Grupo si descubren que los Datos del Grupo omitieron información de identificación de los Miembros del Grupo y de proporcionar Datos del Grupo corregidos o actualizados tan pronto como sea razonablemente posible. Sin ninguna prórroga del plazo en el que los Demandados deben enviar los Datos del Grupo al Administrador, las Partes y sus abogados harán de manera expedita todo lo posible, de buena fe, para reconstruir o resolver de

otro modo cualquier problema relacionado con los Datos del Grupo faltantes u omitidos.

4.3. Financiación del Monto Bruto del Acuerdo. Los Demandados financiarán el Monto Bruto del Acuerdo, y también financiarán los montos necesarios para pagar en su totalidad la parte de los impuestos sobre la nómina de los Demandados, en tres cuotas, transmitiendo los fondos al Administrador de la siguiente manera: (1) \$66,666.00 pagaderos dentro de los 60 días de la orden del Tribunal que otorgue la aprobación final del Acuerdo o la fecha de entrada en vigor, lo que ocurra primero, (2) \$66,667.00 pagaderos dentro de un año de la orden del Tribunal que otorgue la aprobación final del Acuerdo o la fecha de entrada en vigor, lo que ocurra primero, y (3) \$66,667 pagaderos dentro de los 2 años posteriores a la orden del Tribunal que otorgue la aprobación final del Acuerdo o la fecha de entrada en vigor, lo que ocurra primero. Si los Demandados no realizan puntualmente un pago a plazos según lo establecido en el presente Acuerdo, los Demandados tendrán catorce (14) días calendario a partir del último día de vencimiento del pago para subsanar el pago a plazos extemporáneo. Los Demandados deberán realizar cualquier pago conforme a esta disposición de conformidad con las instrucciones de transferencia electrónica del Administrador del Acuerdo. Las obligaciones de pago de los Demandados con respecto al monto bruto del Acuerdo, la parte de los impuestos sobre la nómina correspondiente a los Demandados y a cualquier subsanación se cumplirán al iniciar la transferencia electrónica de fondos al Administrador, de conformidad con las instrucciones del Administrador. En caso de que la transferencia electrónica de fondos fallida, las Partes acuerdan cooperar de buena fe para resolver los problemas.

4.4. Pagos del Monto Bruto del Acuerdo. Dentro de los 60 días posteriores a que los Demandados financien el monto bruto del Acuerdo, el Administrador enviará por correo postal los cheques correspondientes a todos los pagos individuales del grupo, todos los pagos individuales PAGA, el pago PAGA de la LWDA, el pago de gastos de administración, el pago de honorarios de los abogados del grupo, el pago de gastos de litigio de los abogados del grupo, y el pago de los servicios de la representante del grupo. El desembolso del pago de los honorarios de los abogados del grupo, el pago de los gastos de litigio de los abogados del grupo y el pago de los servicios de la representante del grupo no precederá al desembolso de los pagos individuales del grupo y los pagos PAGA individuales.

4.4.1. El Administrador emitirá cheques para los pagos individuales del grupo y/o los pagos PAGA individuales y los enviará a los Miembros del Grupo por correo postal de

1 primera clase de Estados Unidos, con franqueo prepago. En el anverso de cada cheque deberá
2 indicar de manera destacada la fecha (no menos de 180 días después de la fecha de envío por
3 correo postal) en la que se anulará el cheque. El Administrador cancelará todos los cheques no
4 cobrados antes de la fecha de anulación. El Administrador enviará cheques correspondientes a los
5 por pagos individuales del Acuerdo a todos los miembros participantes del grupo (incluyendo
6 aquellos cuyo Aviso al Grupo haya sido devuelto sin entregarse). El Administrador enviará los
7 cheques correspondientes a los pagos PAGA individuales a todos los Empleados agraviados,
8 incluidos los Miembros no participantes del grupo que califican como Empleados agraviados
9 (incluyendo aquellos cuyo Aviso al Grupo haya sido devuelto sin entregarse). El Administrador
10 puede enviar a los Miembros participantes del grupo un cheque único que combine el Pago
11 individual del grupo y el Pago PAGA individual. Antes de enviar cualquier cheque por correo, el
12 Administrador debe actualizar las direcciones postales de los destinatarios utilizando la Base de
13 datos nacional de cambio de dirección.

14 4.4.2. El Administrador debe realizar una búsqueda de direcciones de los
15 Miembros del Grupo para todos los demás Miembros del Grupo cuyos cheques se devuelvan sin
16 entregar y sin dirección de reenvío de USPS. En un plazo de 7 días a partir de la recepción de un
17 cheque devuelto, el Administrador deberá volver a enviar los cheques a la dirección de reenvío
18 de USPS proporcionada o a una dirección determinada mediante la Búsqueda de direcciones de
19 los Miembros del Grupo. El Administrador no necesitará tomar medidas adicionales para entregar
20 los cheques a los Miembros del grupo cuyos cheques reenviados sean devueltos como no
21 entregados. El Administrador enviará de inmediato un cheque de reemplazo a cualquier Miembro
22 del Grupo cuyo cheque original se perdió o se extravió, a previa solicitud del Miembro del Grupo
23 antes de la fecha de anulación.

24 4.4.3. En el caso de que algún Miembro del Grupo cuyo cheque de Pago
25 Individual del Grupo o cheque de Pago PAGA Individual no se cobre y se cancele después de la
26 fecha de anulación, el Administrador transmitirá los fondos representados por dichos cheques al
27 Fondo de propiedad no reclamada del Contralor de California a nombre del Miembro del Grupo,
28 por lo que no quedará ningún “residuo no pagado” sujeto a los requisitos del Código de
Procedimiento Civil de California, Sección 384, subd. (b).

4.4.4. Los Pagos Individuales del Grupo y los Pagos PAGA Individuales no
obligará a los Demandados a conferir ningún beneficio adicional ni a realizar ningún pago

adicional a los Miembros del grupo (como contribuciones 401(k) o bonificaciones) más allá de los especificados en el presente Acuerdo.

5. [OMITIDO]

6. LIBERACIÓN DE LAS RECLAMACIONES. A partir de la fecha en que los Demandados financien en su totalidad el Monto Bruto del Acuerdo y financien todos los impuestos sobre la nómina del empleador adeudados sobre la Porción Salarial de los Pagos Individuales del Grupo, la Demandante, los Miembros del Grupo y los Abogados del Grupo liberarán las reclamaciones contra todas las Partes Exoneradas de la siguiente manera:

6.1 Exoneración de la demandante. Además de las Reclamaciones Exoneradas del Grupo y las Reclamaciones PAGA Exoneradas que se describen a continuación, la Demandante y sus respectivos cónyuges, representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios en general anteriores y actuales, liberan y exoneran a las Partes Exoneradas de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción de toda naturaleza y descripción, ya sean conocidos o desconocidos, afirmadas o que pudieran haberse afirmado, ya sea por agravio, contrato o por violación de cualquier estatuto, norma, ley o reglamento estatal o federal que surja de, en relación con, o en conexión con cualquier acto u omisión de las Partes Exoneradas hasta la fecha de ejecución total del presente Acuerdo en relación con su empleo o la terminación del mismo. (“Exoneración de la Demandante”). La exoneración de la Demandante no se extiende a ninguna reclamación o acción para hacer cumplir este Acuerdo, ni a aquellos derechos a los que, por ley, no se puede renunciar, incluidos, entre otros, cualquier reclamación por beneficios adquiridos, beneficios por desempleo, beneficios por discapacidad, beneficios de seguro social o beneficios de indemnización por accidente laboral que hayan surgido en cualquier momento. La Demandante reconoce que puede presentar hechos o leyes diferentes de, o además de, los hechos o las leyes que ahora conoce o cree que son ciertos, pero acepta, no obstante, que la exoneración de la Demandante será y seguirá siendo efectiva en todos los aspectos, a pesar de estos hechos diferentes o hechos adicionales o de la presentación de los mismos por parte de la Demandante.

6.1.1 Renuncia de la demandante a los derechos de la Sección 1542 del Código Civil de California. A los efectos de la Exoneración de la Demandante, la Demandante renuncia y cede expresamente a las disposiciones, derechos y beneficios, si los hubiera, de la Sección 1542 del Código Civil de California, que dice:

1
2 **Una exención general no se extiende a las reclamaciones que el acreedor o la parte**
3 **exonerante no conoce o sospecha que existen a su favor en el momento de hacer la**
4 **exención, y que, de haberlas conocido, habrían afectado materialmente su acuerdo.**
5 **con el deudor o la parte exonerada.**

6 6.2 Reclamaciones Liberadas por parte de los Miembros Participantes del Grupo:

7 Todos los miembros participantes del grupo, en nombre de ellos mismos y de sus respectivos
8 representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores
9 y actuales, liberan a las Partes Exoneradas de todas las reclamaciones que se alegaron, o que
10 razonablemente podrían haberse alegado, en la Demanda Operativa y que se determinaron en el
11 curso de la Acción, que surgieron durante el Período del Grupo, incluso con respecto a las
12 siguientes reclamaciones por: (a) no pagar todos los salarios adeudados por horas extras; b) no
13 pagar los salarios mínimos adeudados; (c) no proporcionar períodos de comida o pago de primas
14 por períodos de comida que no cumplan con los requisitos; (d) no autorizar ni permitir períodos
15 de descanso, o pago de primas por períodos de descanso que no cumplan con las normas; (e) no
16 emitir declaraciones de salario detalladas y precisas ni mantener registros de nómina; (f) no pagar
17 todos los salarios adeudados tras la separación del empleo; (g) no reembolsar los gastos
18 relacionados con el trabajo necesarios; (h) todas las reclamaciones según el Código de Negocios
19 y Profesiones de California § 17200 por prácticas laborales desleales que podrían haberse basado
20 en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente; (i)
21 violación o reclamaciones bajo las siguientes secciones del Código Laboral de California,
22 secciones 201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194,
23 1194.2, 1197, 1197.1 , 1198, 2802; y (j) violación de las Órdenes de Salarios Industriales de
24 California que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías
25 legales descritas anteriormente, así como cualquier posible sanción, interés u honorarios de
26 abogados asociados con todas esas causas de acción según la ley de California. (“Reclamaciones
27 colectivas exoneradas”). Con excepción a lo establecido en la Sección 6.3 de este Acuerdo, los
28 miembros participantes del grupo no renuncian a ninguna otra reclamación, incluyendo las
reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Equidad
en el Empleo y la Vivienda, seguro de desempleo, discapacidad, seguro social, indemnización

1 por accidente laboral, o las reclamaciones basadas en hechos que ocurrieron fuera del Período del
2 Grupo.

3 6.3 Reclamaciones PAGA liberadas por parte de los Empleados Agraviados: Se
4 considera que todos los Miembros del grupo que sean Empleados agraviados,
5 independientemente de si son Miembros participantes del grupo o Miembros no participantes del
6 grupo, liberan, en nombre de ellos mismos y de sus respectivos representantes, agentes, abogados,
7 herederos, administradores, sucesores, y cesionarios anteriores y actuales, a las Partes exoneradas
8 de todas las reclamaciones, demandas, derechos, responsabilidades y causas de acción según la
9 Ley General de Abogados Privados del Código Laboral de California que se alegaron, o que
10 razonablemente podrían haber sido alegados, con base en las reclamaciones afirmadas en la
11 Demanda Operativa, el Aviso PAGA y constatadas en el curso de la Acción que surja durante o
12 con respecto al Período PAGA. (“Reclamaciones PAGA liberadas”). La exención anterior será
13 vinculante para la Demandante, los Empleados Agraviados y el Estado de California, y prohibirá
14 por res judicata cualquier reclamación bajo la PAGA presentado por cualquier persona, incluidos
15 los Empleados Agraviados, en nombre del Estado de California, en cuanto a cualquier
16 reclamación basada en las Reclamaciones PAGA Liberadas.

17 **7. MOCIÓN DE APROBACIÓN PRELIMINAR.** Las Partes acuerdan preparar y
18 presentar conjuntamente una moción de aprobación preliminar (“Moción de Aprobación
19 Preliminar”) que cumpla con la lista de verificación actual del Tribunal para Aprobaciones
20 Preliminares.

21 7.1 Declaración de los demandados en apoyo de la aprobación preliminar. En un
22 plazo de 20 días a partir de la plena ejecución de este Acuerdo, los Demandados prepararán y
23 entregarán a los Abogados del Grupo una Declaración firmada por los Demandados y los
24 Abogados defensores que revelarán todos los hechos relevantes a cualquier conflicto de intereses
25 real o potencial con el Administrador y el Beneficiario de Cy Pres. En sus Declaraciones, los
26 Abogados Defensores y los Demandados deberán declarar que no tienen conocimiento de ningún
27 otro asunto o acción pendiente en la que se hagan valer reclamaciones que se extinguirán o se
28 verán afectadas negativamente por el Acuerdo.

 7.2 Responsabilidades de la demandante. La demandante preparará y entregará a los
Abogados Defensores todos los documentos necesarios para obtener la Aprobación Preliminar,

1 incluyendo: (i) una versión preliminar de la notificación y el memorando de respaldo de la Moción
2 de Aprobación Preliminar que incluya un análisis del Acuerdo conforme a *Dunk/Kullar* y una
3 solicitud de aprobación del Acuerdo PAGA según la Sección 2699, subd. (f)(2)) del Código
4 Laboral; (ii) una propuesta de la versión preliminar de Orden por la que se otorga la Aprobación
5 Preliminar y la Aprobación del Acuerdo PAGA; (iii) una propuesta de la versión preliminar del
6 Aviso al Grupo; (iv) una declaración firmada del Administrador adjuntando su oferta de “no
7 exceder” para administrar el Acuerdo y dando fe de su voluntad de prestar sus servicios;
8 competencia; procedimientos operativos para proteger la seguridad de los Datos del Grupo;
9 montos de cobertura de seguro por cualquier violación de datos, desfallo de fondos u otra
10 malversación; todos los hechos relevantes a cualquier conflicto de intereses real o potencial con
11 los Miembros del grupo; y la naturaleza y el alcance de cualquier relación financiera con la
12 Demandante, los Abogados del Grupo o los Abogados Defensores; (v) una declaración firmada
13 de la Demandante confirmando su voluntad y competencia para notificar y revelar todos los
14 hechos relevantes a cualquier conflicto de intereses real o potencial con los Miembros del grupo
15 y/o el Administrador; (v) una declaración firmada de cada bufete de Abogados del Grupo que
16 acredite su competencia para representar a los Miembros del Grupo; su transmisión oportuna a la
17 LWDA de todos los documentos PAGA necesarios (aviso inicial de violaciones (Sección 2699.3,
18 subd. (a)) del Código Laboral, Demanda Operativa (Sección 2699, subd. (l)(1)) del Código
19 Laboral, este Acuerdo (Sección 2699, subd. (l)(2)) del Código Laboral; (vi) una versión revisada
20 del Acuerdo de las partes que muestre todas las modificaciones realizadas al Acuerdo Modelo
21 listo para su presentación ante el Tribunal; y (vii) todos los hechos relevantes a cualquier conflicto
22 de intereses real o potencial con los Miembros del grupo, el Administrador y/o el Destinatario de
23 Cy Pres. En sus Declaraciones, la Declaración de la Demandante y de los Abogados del Grupo
24 deberá declarar que no tienen conocimiento de ningún otro asunto o acción pendiente que haga
25 valer reclamaciones que se extinguirán o se verán afectadas negativamente por el Acuerdo.

26 7.3 Responsabilidades de los abogados. Los Abogados del Grupo y los Abogados
27 Defensores son conjuntamente responsables de finalizar y presentar rápidamente la Moción de
28 Aprobación Preliminar a más tardar 30 días después de la ejecución total de este Acuerdo; obtener
una fecha de audiencia inmediata para la Moción de Aprobación Preliminar; y comparecer ante
el Tribunal para defender la Moción de Aprobación Preliminar. Los Abogados del Grupo son
responsables de entregar la Aprobación Preliminar del Tribunal al Administrador.

1 7.4 Deber de cooperación. Si las Partes no están de conformidad con algún aspecto
2 de la Moción de Aprobación Preliminar y/o las declaraciones y documentos de apoyo, los
3 Abogados del Grupo y los Abogados Defensores trabajarán juntos rápidamente en nombre de las
4 Partes reuniéndose en persona o hablando por teléfono, y de buena fe, para resolver el desacuerdo.
5 Si el Tribunal no otorga la Aprobación Preliminar o condiciona la Aprobación Preliminar a
6 cualquier cambio sustancial de este Acuerdo, los Abogados del Grupo y los Abogados Defensores
7 trabajarán juntos de forma expedita en nombre de las Partes reuniéndose en persona o hablando
8 por teléfono, y de buena fe, para modificar el Acuerdo y satisfacer las preocupaciones del
9 Tribunal.

10 **8. ADMINISTRACIÓN DE LA LIQUIDACIÓN.**

11 8.1 Selección del Administrador. Las Partes han seleccionado conjuntamente a
12 Phoenix Settlement Administrators para que actúe como Administrador y han verificado que,
13 como condición para el nombramiento, Phoenix Settlement Administrators acepta quedar
14 vinculado por el presente Acuerdo y desempeñar, en calidad de fiduciario, todas las funciones
15 especificadas en el presente Acuerdo a cambio del pago de los Gastos de Administración. Las
16 Partes y sus Abogados declaran que no tienen ningún interés o relación, financiera o de otro tipo,
17 con el Administrador más que una relación profesional derivada de experiencias previas en la
18 administración de acuerdos.

19 8.2 Número de identificación patronal. El Administrador tendrá y utilizará su propio
20 Número de Identificación Patronal para efectos de calcular las retenciones del impuesto sobre
21 nómina y proporcionar informes a las autoridades fiscales estatales y federales.

22 8.3 Fondo de liquidación calificado. El Administrador establecerá un fondo de
23 liquidación que cumpla con los requisitos de un Fondo de Liquidación Calificado (“QSF”, por
24 sus siglas en español) según la sección 468B-1 del Reglamento del Tesoro de los Estados Unidos.

25 8.4 Aviso a los Miembros del Grupo.

26 8.4.1 A más tardar tres (3) días hábiles después de recibir los Datos del Grupo,
27 el Administrador notificará a los Abogados del Grupo que se ha recibido la lista e indicará el
28 número de Miembros del grupo, Miembros PAGA, Semanas laborales y Períodos de pago en los
29 datos del grupo.

 8.4.2 Haciendo todo lo posible para llevarlo a cabo lo antes posible, y en

ningún caso más tarde de 14 días después de recibir los Datos del Grupo, el Administrador enviará a todos los Miembros del grupo identificados en los Datos del Grupo, enviará por correo de primera clase del Servicio Postal de los Estados Unidos (“USPS”), el Aviso al Grupo con la traducción al español, sustancialmente en el formulario adjunto a este Acuerdo como **Anexo A**. La primera página del Aviso al Grupo deberá estimar de manera destacada los montos en dólares de cualquier Pago individual del grupo y/o Pago individual PAGA pagadero al Miembro del Grupo, y el número de semanas laborales y períodos de pago PAGA (si corresponde) utilizados para calcular estos montos. Antes de enviar por correo los Avisos al Grupo, el Administrador deberá actualizar las direcciones de los Miembros del Grupo utilizando la base de datos nacional de cambio de dirección.

8.4.3 A más tardar 3 días hábiles después de que el Administrador reciba cualquier Aviso al Grupo devuelto por USPS como no entregado, el Administrador deberá volver a enviar el Aviso al Grupo utilizando cualquier dirección de reenvío proporcionada por USPS. Si USPS no proporciona una dirección de reenvío, el Administrador realizará una búsqueda de dirección de Miembros del Grupo y volverá a enviar el Aviso al Grupo a la dirección más reciente obtenida. El Administrador no tiene obligación alguna de realizar más intentos para localizar o enviar un Aviso al Grupo a los Miembros del Grupo cuyo Aviso al Grupo sea devuelto por USPS por segunda vez.

8.4.4 Los plazos para las objeciones por escrito de los Miembros del Grupo, las impugnaciones de las semanas laborales y/o períodos de pago y las solicitudes de exclusión se ampliarán a 14 días adicionales más allá de los 60 días previstos en el aviso al grupo para todos los Miembros del Grupo cuyo aviso se vuelva a enviar por correo. El Administrador informará al Miembro del Grupo de la ampliación del plazo junto con el Aviso al Grupo enviado nuevamente por correo.

8.4.5 Si el Administrador, cualquiera de los Demandados, los Abogados Defensores o los Abogados del Grupo son contactados o descubren de otro modo a personas que cree que debería haber sido incluidas en los Datos del Grupo y debería haber recibido el Aviso al Grupo, las Partes se reunirán y consultarán rápidamente en persona o por teléfono y de buena fe, en un esfuerzo por llegar a un acuerdo sobre si incluirlos como Miembros del Grupo. Si las Partes acuerdan, que dichas personas serán Miembros del grupo con los mismos derechos que los otros Miembros del Grupo, y el Administrador enviará, por correo electrónico o entrega al día siguiente,

1 un Aviso al Grupo en el que se les solicitará que ejerzan las opciones previstas en el presente
2 Acuerdo a más tardar 14 días después de la recepción del Aviso al Grupo, o de las fechas límite
3 en el Aviso al Grupo, las que sean primero.

4 8.5 Solicitudes de exclusión (optar por no participar).

5 8.5.1 Los Miembros del Grupo que deseen excluirse (optar por no participar)
6 en el Acuerdo del Grupo deben enviar al Administrador, por fax, correo electrónico o correo
7 postal, una Solicitud de Exclusión por escrito firmada a más tardar 60 días después de que el
8 Administrador envíe por correo el Aviso al Grupo (más 14 días adicionales para los Miembros
9 del Grupo cuyo Aviso al Grupo se vuelve a enviar por correo postal). Una Solicitud de Exclusión
10 es una carta de un Miembro del Grupo o su representante que comunica razonablemente la
11 elección del Miembro del Grupo de ser excluido del Acuerdo e incluye el nombre, dirección y
12 correo electrónico o número de teléfono del Miembro del Grupo. Para ser válida, la Solicitud de
Exclusión debe enviarse oportunamente por fax, correo electrónico o con el sello postal antes del
Plazo de Respuesta.

13 8.5.2 El Administrador no podrá rechazar una Solicitud de Exclusión por
14 considerarla inválida porque no contenga toda la información especificada en el Aviso al Grupo.
15 El Administrador aceptará cualquier Solicitud de Exclusión como válida si el Administrador
16 puede determinar razonablemente la identidad de la persona como Miembro del Grupo y el deseo
17 del Miembro del Grupo de ser excluido. La determinación del Administrador será definitiva e
18 inapelable y no susceptible de impugnación. Si el Administrador tiene motivos para cuestionar la
19 autenticidad de una Solicitud de Exclusión, el Administrador puede exigir pruebas adicionales de
20 la identidad del Miembro del Grupo. La determinación de autenticidad del Administrador será
definitiva e inapelable y no susceptible de impugnación.

21 8.5.3 Todo Miembro del Grupo que no presente una Solicitud de Exclusión
22 oportuna y válida se considerará un Miembro Participante del Grupo en virtud de este Acuerdo,
23 con derecho a todos los beneficios y sujeto a todos los términos y condiciones del Acuerdo,
24 incluidas las Exenciones de los Miembros Participantes del Grupo según los párrafos 6.2 y 6.3 de
25 este Acuerdo, independientemente de si el Miembro Participante del Grupo realmente recibe el
Aviso al Grupo o se opone al Acuerdo.

26 8.5.4 Todos Miembros del Grupo que presenten una Solicitud de Exclusión
27 válida y oportuna es un Miembro No Participante del Grupo y no recibirá un Pago Individual del

Grupo ni tendrán derecho a oponerse a los componentes de la acción colectiva del Acuerdo. Debido a que las reclamaciones PAGA futuras están sujetas a exclusión de reclamaciones al dictarse la Sentencia, se considera que los Miembros del Grupo No Participantes que sean Empleados Agraviados renuncian a las reclamaciones identificadas en el Párrafo 6.3 de este Acuerdo y son elegibles para un Pago PAGA Individual.

8.6 Impugnaciones del cálculo de las semanas laborales. Cada Miembro del Grupo dispondrá de 60 días después de que el Administrador envíe por correo el Aviso al Grupo (más 14 días adicionales para los Miembros del Grupo cuyo Aviso al Grupo se vuelva a enviar por correo postal) para impugnar el número de Semanas Laborales del Grupo y Períodos de Pago PAGA (si corresponde) asignados al Miembro del Grupo en el Aviso al Grupo. El Miembro del Grupo puede impugnar la asignación comunicándose con el Administrador por fax, correo electrónico o correo postal. El Administrador debe alentar al Miembro del Grupo que impugna que presente documentación de respaldo. En ausencia de documentación contraria, el Administrador tiene derecho a presumir que las Semanas Laborales contenidas en el Aviso al Grupo son correctas siempre que sean consistentes con los Datos del Grupo. La determinación del Administrador sobre la asignación de Semanas Laborales y/o Períodos de Pago de cada Miembro del Grupo será definitiva e inapelable y no será susceptible de impugnación. El Administrador proporcionará de inmediato copias de todas las impugnaciones del cálculo de las Semanas Laborales y/o Períodos de Pago a los Abogados Defensores y a los Abogados del Grupo, así como la determinación del Administrador sobre las impugnaciones.

8.7 Objeciones al Acuerdo.

8.7.1 Sólo los Miembros Participantes del Grupo pueden objetar los componentes de la acción colectiva del Acuerdo y/o este Acuerdo, incluida la impugnación de la imparcialidad del Acuerdo y/o los montos solicitados para el Pago de Honorarios de los Abogados del Grupo, el Pago de Gastos de Litigio de los Abogados del Grupo y/o Pago de los Servicios de la Representante del Grupo.

8.7.2 Los Miembros Participantes del Grupo pueden enviar objeciones por escrito al Administrador, por fax, correo electrónico o correo postal. Como alternativa, los Miembros Participantes del Grupo pueden comparecer ante el Tribunal (o contratar a un abogado para que comparezca ante el Tribunal) para presentar objeciones verbales en la Audiencia de la Aprobación Final. Los Miembros Participantes del grupo que opten por enviar una objeción por

escrito al Administrador deberán hacerlo a más tardar 60 días después de que el Administrador haya enviado por correo el Aviso al Grupo (más 14 días adicionales para los Miembros del Grupo cuyo Aviso al Grupo se haya vuelto a enviar por correo).

8.7.3 Los Miembros No Participantes del Grupo no tienen derecho a oponerse a ninguno de los componentes de la acción colectiva del Acuerdo.

8.8 Deberes del Administrador. El Administrador tiene el deber de realizar u observar todas las tareas que deben ser realizadas u observadas por el Administrador contenidas en este Acuerdo o de cualquier otro modo.

8.8.1 Sitio web, dirección de correo electrónico y número gratuito. El Administrador establecerá, mantendrá y utilizará un sitio web de Internet para publicar información de interés para los Miembros del Grupo, incluida la fecha, hora y lugar de la Audiencia de Aprobación Final y copias del Acuerdo, la Moción de Aprobación Preliminar, la Aprobación Preliminar y el Aviso al Grupo, la Moción de Aprobación Final, la Moción de Pago de Honorarios de Abogados del Grupo, el Pago de Gastos de Litigio de los Abogados del Grupo y el Pago de los Servicios de la Representante del Grupo, la Aprobación Final y la Sentencia. El Administrador también mantendrá y controlará una dirección de correo electrónico y un número de teléfono gratuito para recibir llamadas, faxes y correos electrónicos de los Miembros del Grupo.

8.8.2 Solicitudes de exclusión (optar por no participar) y lista de exclusión. El Administrador revisará de inmediato y de forma continua las Solicitudes de Exclusión para determinar su validez. A más tardar cinco (5) días después del vencimiento del plazo para presentar Solicitudes de Exclusión, el Administrador enviará por correo electrónico a los Abogados del Grupo y a los Abogados Defensores una lista que contenga (a) los nombres y otra información de identificación de los Miembros del Grupo que hayan presentado oportunamente Solicitudes de Exclusión válidas (“Lista de Exclusión”); (b) los nombres y otra información de identificación de los Miembros del Grupo que hayan presentado Solicitudes de Exclusión no válidas; (c) copias de todas las Solicitudes de Exclusión del Acuerdo presentadas (ya sean válidas o no válidas).

8.8.3 Informes semanales. El Administrador debe, semanalmente, proporcionar informes escritos a los Abogados del Grupo y a los Abogados Defensores que, entre otras cosas, contabilicen el número de: Avisos al Grupo enviados por correo o reenviados, Avisos del Grupo

devueltos sin ser entregados, Solicitudes de Exclusión (ya sean válidas o no válidas) recibidas, objeciones recibidas, impugnaciones de Semanas Laborales y/o Períodos de Pago recibidas y/o resueltas, y cheques enviados por correo para Pagos Individuales del Grupo y Pagos PAGA Individuales (“Informe Semanal”). Los Informes Semanales deben incluir la evaluación del Administrador sobre la validez de las Solicitudes de Exclusión y adjuntar copias de todas las Solicitudes de Exclusión y objeciones recibidas.

8.8.4 Impugnaciones de las Semanas Laborales y/o Períodos de Pago. El Administrador está facultado para abordar y tomar decisiones finales consistentes con los términos de este Acuerdo, sobre todas las impugnaciones de los Miembros del Grupo relacionadas al cálculo de las Semanas Laborales y/o los Períodos de Pago. La decisión del Administrador será definitiva e inapelable y no susceptible de impugnación.

8.8.5 Declaración del Administrador. A más tardar 14 días antes de la fecha en la que la Demandante debe presentar la Moción de Aprobación Final del Acuerdo, el Administrador proporcionará a los Abogados del Grupo y a los Abogados Defensores una declaración firmada adecuada para presentar ante el Tribunal que acredite su debida diligencia y cumplimiento. con todas sus obligaciones en virtud del presente Acuerdo, incluidos, entre otros, el envío por correo de los Avisos del Grupo, los Avisos del Grupo devueltos por no haber sido entregados, el reenvío de Avisos del Grupo, los intentos de localizar a los Miembros del Grupo, el número total de Solicitudes de Exclusión del Acuerdo que recibió (tanto válidas como no válidas), el número de objeciones por escrito y adjuntar la Lista de Exclusión. El Administrador complementará su declaración según sea necesario o lo solicitado por las Partes y/o el Tribunal. Los Abogados del Grupo son responsables de presentar la(s) declaración(es) del Administrador ante el Tribunal.

8.8.6 Informe final del Administrador. En el plazo de 10 días después de que el Administrador desembolse todos los fondos del Monto Bruto del Acuerdo, el Administrador proporcionará a los Abogados del Grupo y a los Abogados Defensores un informe final detallando sus desembolsos por número de identificación del empleado únicamente de todos los pagos realizados en virtud del presente Acuerdo. Al menos 15 días antes de cualquier plazo establecido por el Tribunal, el Administrador preparará y presentará a los Abogados del Grupo y a los Abogados Defensores, una declaración firmada adecuada para presentar ante el Tribunal que acredite el desembolso de todos los pagos requeridos en virtud del presente Acuerdo. Los

1 Abogados del Grupo son responsables de presentar la declaración del Administrador ante el
2 Tribunal.

3
4 **9. ESTIMACIONES DEL TAMAÑO DEL GRUPO y CLÁUSULA DE**
5 **AJUSTAMIENTO.** En base en sus registros, los Demandados estiman que, a la fecha de este
6 Acuerdo, (1) hay 140 Miembros del Grupo y 6,451 Semanas Laborales Totales durante el Período
7 del Grupo y (2) hubo 90 Empleados Agraviados que trabajaron 2,637 Períodos de Pago durante
8 el Período PAGA. Si el número de Semanas Laborales a la fecha en que el Tribunal aprueba el
9 acuerdo supera las 6,451 Semanas Laborales mencionadas en más del 15%, el Monto Bruto del
10 Acuerdo, incluidos el Pago de Honorarios de los Abogados del Grupo, el Pago de la Representante
11 del Grupo y el Pago de la LWDA, aumentará proporcionalmente en función del número de
12 Semanas Laborales adicionales por encima del aumento del 15%.

13 **10. DERECHO DE LOS DEMANDADOS A RETIRARSE.** Si el número de Solicitudes
14 de Exclusión válidas identificadas en la Lista de Exclusión supera el 10% del total de todos los
15 Miembros del Grupo, los Demandados pueden, pero no están obligados a hacerlo, optar por
16 retirarse del Acuerdo. Las Partes acuerdan que, si los Demandados se retiran, el Acuerdo será
17 nulo ab initio, no tendrá fuerza ni efecto alguno, y que ninguna de las Partes tendrá ninguna
18 obligación adicional de cumplir con este Acuerdo; con la condición, sin embargo, de que los
19 Demandados sigan siendo responsables del pago de todos los Gastos de Administración del
20 Acuerdo incurridos hasta ese momento. Los Demandados deben notificar a los Abogados del
21 Grupo y al Tribunal su elección de retirarse a más tardar siete (7) días después de que el
22 Administrador envíe la Lista de Exclusión Final a los Abogado Defensores; las elecciones tardías
23 no tendrán ningún efecto.

24 **11. MOCIÓN DE APROBACIÓN FINAL.** A más tardar 16 días hábiles para los
25 Tribunales antes de la Audiencia de Aprobación Final programada, la Demandante presentará
26 ante el Tribunal una Moción de Aprobación Final del Acuerdo que incluye una solicitud de
27 aprobación del acuerdo PAGA según la Sección 2699, subd. (1) del Código Laboral, una
28 Propuesta de Orden de Aprobación Final y una propuesta de Sentencia (colectivamente “Moción
de Aprobación Final”). La Demandante deberá proporcionar versiones preliminares de estos

documentos a los Abogados Defensores a más tardar siete (7) días antes de presentar la Moción de Aprobación Final. Los Abogados del Grupo y los Abogados Defensores se reunirán y consultarán rápidamente en persona o hablando por teléfono, y de buena fe, para resolver cualquier desacuerdo relacionado con la Moción de Aprobación Final.

11.1 Respuesta a las objeciones. Cada Parte conserva el derecho de responder a cualquier objeción planteada por un Miembro Participante del Grupo, incluido el derecho a presentar documentos de respuesta ante el Tribunal a más tardar cinco (5) días hábiles para los Tribunales antes de la Audiencia de Aprobación Final, o según lo ordene o acepte el Tribunal.

11.2 Deber de cooperación. Si el Tribunal no otorga la Aprobación Final o condiciona la Aprobación Final a cualquier cambio sustancial al Acuerdo (incluido, entre otros, el alcance de la liberación que deben conceder los Miembros del Grupo), las Partes colaborarán rápidamente y de buena fe para abordar las preocupaciones del Tribunal revisando el Acuerdo según sea necesario para obtener la Aprobación Final. La decisión del Tribunal de otorgar montos menores a los solicitados para el Pago de los Servicios de la Representante del Grupo, el Pago de Honorarios de los Abogados del Grupo, el Pago de Gastos de Litigios de los Abogados del Grupo y/o el Pago de Gastos del Administrador no constituirá una modificación sustancial del Acuerdo en el sentido de párrafo.

11.3 Continuación de la jurisdicción del Tribunal. Las Partes acuerdan que, una vez dictada la Sentencia, el Tribunal conservará la jurisdicción sobre las Partes, la Acción y el Acuerdo únicamente para los fines de (i) hacer cumplir este Acuerdo y/o Sentencia, (ii) abordar asuntos de administración del acuerdo, y (iii) abordar los asuntos posteriores a la Sentencia permitidos por la ley.

11.4 Renuncia al derecho de apelación. Siempre que la Sentencia sea consistente con los términos y condiciones de este Acuerdo, incluyendo específicamente el Pago de Honorarios de los Abogados del Grupo y el Pago de Gastos de Litigio de los Abogados del Grupo reflejados en este Acuerdo, las Partes, sus respectivos abogados y todos los Miembros Participantes del Grupo que no se opusieron al Acuerdo según lo dispuesto en este Acuerdo, renunciarán a todos los derechos de apelación de la Sentencia, incluidos todos los derechos a procedimientos posteriores a la sentencia y de apelación, el derecho a presentar mociones para anular la sentencia, mociones para un nuevo juicio, mandamientos extraordinarios y apelaciones. La renuncia a la apelación no incluye ninguna renuncia al derecho de oponerse a dichas mociones, mandamientos

o apelaciones. Si un objetor apela la Sentencia, las obligaciones de las Partes de cumplir con este Acuerdo se suspenderán hasta el momento en que la apelación se resuelva finalmente y la Sentencia sea final, excepto en lo que se refiere a asuntos que no afecten el Monto Neto del Acuerdo.

11.5 Órdenes del Tribunal de Apelaciones para anular, revocar o modificar sustancialmente la sentencia. Si el Tribunal de Apelaciones anula, revoca o modifica la Sentencia de manera que requiera una modificación sustancial de este Acuerdo (incluido, entre otros, el alcance de la liberación que otorgarán los Miembros del Grupo), este Acuerdo será nulo y sin efecto. No obstante, las Partes colaborarán rápidamente y de buena fe para resolver las cuestiones planteadas por el Tribunal de Apelaciones y obtener la Aprobación Final y la emisión de la Sentencia, compartiendo, al 50%, los Gastos de Administración adicionales en los que razonablemente se incurra después de la remisión. Una decisión de apelación para anular, revertir o modificar la concesión por parte del Tribunal del Pago de los Servicios de la Representante del Grupo o cualquier Pago de los Abogados del Grupo no constituirá una modificación sustancial de la Sentencia en el sentido de este párrafo, siempre y cuando el Monto Bruto del Acuerdo permanezca sin cambios. .

12. SENTENCIA MODIFICADA. Si se requiere una sentencia modificada según la Sección 384 del Código de Procedimiento Civil, las Partes colaborarán de buena fe para presentar conjuntamente una propuesta de sentencia modificada.

13. DISPOSICIONES ADICIONALES.

13.1 No hay admisión de responsabilidad, certificación del grupo o manejabilidad de la representante para otros fines. Este Acuerdo representa un compromiso y una solución de las reclamaciones altamente controvertidas. Nada de lo contenido en este Acuerdo pretende ni debe interpretarse como una admisión por parte de los Demandados de cualquiera de las alegaciones en la Demanda Operativa tiene fundamento o de que los Demandados tienen alguna responsabilidad alguna por cualquiera de las reclamaciones presentadas; tampoco pretende ni debe interpretarse como una admisión por parte de la Demandante de que las defensas de los Demandados en la Acción tienen fundamento. Las Partes acuerdan que la certificación del grupo y el trato representativo son únicamente a los efectos de este Acuerdo. Si, por cualquier motivo,

1 el Tribunal otorga la Aprobación Preliminar, la Aprobación Final o dicta Sentencia, los
2 Demandados se reservan el derecho a impugnar la certificación de cualquier grupo por cualquier
3 motivo, y los Demandados se reservan todas las defensas disponibles frente a las reclamaciones
4 en la Acción, y la Demandante se reserva el derecho. solicitar la certificación del grupo por
5 cualquier motivo disponible y a impugnar las defensas de los Demandados. La Liquidación, el
6 presente Acuerdo y la voluntad de las Partes de llegar a un acuerdo sobre la Acción no influirán
7 en ningún litigio ni serán admisibles en relación con el mismo (excepto en los procedimientos
8 para hacer cumplir o llevar a efecto la Liquidación y el presente Acuerdo).

9 13.2 Confidencialidad antes de la aprobación preliminar. La Demandante, los
10 Abogados del Grupo, los Demandados y los Abogados Defensores acuerdan por separado que,
11 hasta que se presente la Moción de Aprobación Preliminar del Acuerdo, ellos y cada uno de ellos
12 no divulgarán, difundirán y/o darán publicidad, ni causarán o permitirán que otra persona revele,
13 difunda o dé publicidad a ninguno de los términos del Acuerdo directa o indirectamente,
14 específica o generalmente, a ninguna persona, corporación, asociación, agencia gubernamental u
15 otra entidad, excepto: (1) a los abogados, contadores o cónyuges de las Partes, quienes recibirán
16 instrucciones de mantener la confidencialidad de este Acuerdo; (2) a los abogados en un asunto
17 relacionado; (3) en la medida necesaria para declarar ingresos a las autoridades fiscales
18 correspondientes; (4) en respuesta a una orden o citación judicial; o (5) en respuesta a una
19 investigación o citación emitida por una agencia gubernamental estatal o federal.

20 Cada Parte acepta notificar inmediatamente a la otra Parte sobre cualquier orden,
21 investigación o citación judicial o de una agencia que solicite dicha información. La Demandante,
22 los Abogados del Grupo, los Demandados y los Abogados Defensores acuerdan por separado no
23 iniciar, directa o indirectamente, ninguna conversación u otra comunicación, antes de la
24 presentación de la Moción de Aprobación Preliminar, con terceros con respecto a este Acuerdo o
25 los asuntos que dieron lugar a este Acuerdo. excepto para responder únicamente que “el asunto
26 se resolvió”, o palabras en ese sentido. Este párrafo no restringe las comunicaciones de los
27 Abogados del Grupo con los Miembros del Grupo de conformidad con las obligaciones éticas de
28 los Abogados del Grupo para con los Miembros del Grupo.

13.3 No hay solicitudes. Las Partes acuerdan por separado que ellas y sus
respectivos abogados y empleados no solicitarán a ningún Miembro del Grupo que opte por no
participar o se oponga al Acuerdo, o apele la Sentencia. Nada de lo dispuesto en este párrafo se

1 interpretará en el sentido de restringir la capacidad de los Abogados del Grupo para comunicarse
2 con los Miembros del Grupo de conformidad con las obligaciones éticas de los Abogados del
3 Grupo para con los Miembros del Grupo.

4 13.4 Acuerdo Integrado. Una vez firmado por todas las Partes y sus abogados, el
5 presente Acuerdo, junto con sus anexos adjuntos, constituirá el acuerdo completo entre las Partes
6 en relación con el Acuerdo, reemplazando todas y cada una de las representaciones, garantías,
7 pactos o incentivos verbales hechos a o por cualquiera de las Partes.

8 13.5 Autorización de los abogados. Los Abogados del Grupo y los Abogados
9 Defensores garantizan y declaran por separado que están autorizados por la Demandante y los
10 Demandados, respectivamente, para tomar todas las medidas apropiadas requeridas o permitidas
11 por Partes de conformidad con este Acuerdo para hacer efectivos sus términos y para ejecutar
12 cualquier otro documento razonablemente necesario para hacer efectivos los términos de este
13 Acuerdo, incluyendo cualquier modificación a este Acuerdo.

14 13.6 Cooperación. Las Partes y sus abogados cooperarán entre sí y harán sus mejores
15 esfuerzos, de buena fe, para implementar el Acuerdo mediante, entre otras cosas, la modificación
16 del Acuerdo, la presentación de pruebas suplementarias y la complementación de puntos y
17 autoridades según lo solicite el Tribunal. En caso de que las Partes no puedan llegar a un acuerdo
18 sobre la forma o el contenido de cualquier documento necesario para implementar el proceso
19 conciliación, o sobre cualquier modificación del Acuerdo que pueda resultar necesaria para
20 implementar el proceso de conciliación, las Partes solicitarán la asistencia de un mediador y/o
21 del Tribunal para su resolución.

22 13.7 No hay asignaciones previas. Las Partes declaran y garantizan por separado que
23 no han cedido, transferido, gravado o pretendido ceder, transferir o gravar directa o
24 indirectamente a ninguna persona o entidad y parte de ninguna responsabilidad, reclamación,
25 demanda, acción, causa de acción o derecho eximido y liberado por la Parte en este Acuerdo.

26 13.8 No hay asesoramiento fiscal. Ni la Demandante, los Abogados del Grupo, los
27 Demandados, ni los Abogados Defensores proporcionan ningún tipo de asesoramiento en relación
28 con los impuestos o la tributación, ni nada de lo contenido en este Acuerdo se considerará como
29 tal en el sentido de la Circular 230 del Departamento del Tesoro de los Estados Unidos (31 CFR
30 Parte 10, según enmendada).

31 13.9 Modificación del Acuerdo. Este Acuerdo, y todas sus partes, podrán

1 enmendarse, modificarse, cambiarse o renunciarse únicamente mediante un instrumento escrito
2 expreso firmado por todas las Partes o sus representantes y aprobado por el Tribunal.

3 13.10 Acuerdo vinculante para los sucesores. Este Acuerdo será vinculante y
4 redundará en beneficio de los sucesores de cada una de las Partes.

5 13.11 Ley aplicable. Todos los términos y condiciones de este Acuerdo y sus anexos
6 se regirán e interpretarán de conformidad con las leyes internas del estado de California, sin tener
7 en cuenta los principios de conflicto de leyes.

8 13.12 Cooperación en la redacción. Las Partes han cooperado en la redacción y
9 preparación del presente Acuerdo. El presente Acuerdo no se interpretará en contra de ninguna
10 de las Partes sobre la base de que la Parte fue la redactora o participó en la redacción.

11 13.13 Confidencialidad. En la medida permitida por la ley, todos los acuerdos
12 celebrados y las órdenes ingresadas durante la Acción y el presente Acuerdo relacionados con la
13 confidencialidad de la información seguirán vigentes después de haberse firmado el presente
14 Acuerdo.

15 13.14 Uso y devolución de datos del grupo. La información proporcionada a los
16 Abogados del Grupo de conformidad con Código de Pruebas de California §1152, y todas las
17 copias y resúmenes de los Datos del Grupo proporcionados a los Abogados del Grupo por los
18 Demandados en relación con la mediación, otras negociaciones de la conciliación o en relación
19 con el Acuerdo, se pueden utilizar únicamente con respecto a este Acuerdo y con ningún otro fin,
20 y no podrán utilizarse de ninguna otra manera que viole cualquier acuerdo contractual, estatuto o
21 norma judicial existente. A más tardar 90 días después de la fecha en que el Tribunal cumpla con
22 la obligación del Administrador de proporcionar una Declaración que confirme el pago final de
23 todos los fondos del Acuerdo, la Demandante destruirá todas las versiones impresas y electrónicas
24 de los Datos del Grupo recibidos de los Demandados a menos que, antes de que el Tribunal
25 cumpla con la obligación del Administrador, los Demandados soliciten por escrito a los Abogados
26 del Grupo la devolución, en lugar de la destrucción, de los Datos del Grupo.

27 13.15 Títulos. El título descriptivo de cualquier sección o párrafo de este Acuerdo se
28 inserta sólo para facilitar la referencia y no constituye parte de este Acuerdo.

13.16 Días calendario. A menos que se indique lo contrario, toda referencia a “días”
en el presente Acuerdo se entenderá a días calendario. En caso de que cualquier fecha o plazo
establecido en este Acuerdo caiga en fin de semana o en día festivo federal oficial, dicha fecha o

plazo será el primer día hábil siguiente.

13.17 Aviso. Todos los avisos, demandas u otras comunicaciones entre las Partes en relación con este Acuerdo se harán por escrito y se considerarán debidamente entregadas a partir del tercer día hábil después del envío por correo postal de los Estados Unidos, o el día enviado por correo electrónico o mensajero, dirigidos como sigue:

Al Demandante:
David G. Spivak, Esq.
The Spivak Law Firm
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
david@spivaklaw.com

A los Demandados:
Roxana E. Verano, Esq.
Landegger Verano & Davis, ALC
15760 Ventura Blvd.
Ste 1200
Encino, CA 91436
roxana@landeggeresq.com

13.18 Formalización en varios ejemplares. El presente Acuerdo puede firmarse en uno o varios ejemplares por fax, electrónicamente (es decir, DocuSign) o correo electrónico que, para los fines de este Acuerdo, se aceptará como un original. Todos los ejemplares firmados y cada uno de ellos se considerarán un único y mismo instrumento si los Abogados de las Partes intercambiarán entre sí ejemplares firmados. Todo ejemplar firmado será admisible como prueba para demostrar la existencia y contenido del presente Acuerdo.

13.19 Suspensión del litigio. Las Partes acuerdan que al firmar el presente Acuerdo se suspenderá el litigio, excepto para hacer efectivos los términos de este Acuerdo. Asimismo, las Partes acuerdan que, al firmar este Acuerdo, de conformidad con la Sección 583.330 del Código de Procedimiento Civil (CCP), se prorrogará la fecha para llevar el caso a juicio según la Sección 583.310 del Código de Procedimiento Civil durante todo el período de este proceso de conciliación.

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Con fecha de: 09 / 18 / 2023

Por: 
RAMONA SILVA-HEREDIA

Con fecha de:

Por:
Adolfo Valenzuela, en su nombre y por
Tacos Los Desvelados, Tacos Los
Desvelados Glendale, Inc., Tacos Los
Desvelados West Covina, Inc. y Tacos
Los Desvelados Whittier, Inc.

THE SPIVAK LAW FIRM

Con fecha de:

Por:
DAVID G. SPIVAK, Abogados de la
Demandante, RAMONA SILVA-
HEREDIA y todos los demás en
situación similar

LANDEGGER VERANO & DAVIS, ALC

Con fecha de:

Por:
ROXANA E. VERANO, Abogados de
los Demandados, Tacos Los
Desvelados, Tacos Los Desvelados
Glendale, Inc., Tacos Los Desvelados
West Covina, Inc., Tacos Los
Desvelados Whittier, Inc. y Adolfo
Valenzuela

EXHIBIT A

1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING**
2 **DATE FOR FINAL COURT APPROVAL**

3 *Ramona Silva-Heredia v. Tacos Los Desvelados, et al., Case No. 21STCV11103*

4 *The Superior Court for the State of California authorized this Notice. Read it carefully!*
5 *It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

6 **You may be eligible to receive money** from an employee class action lawsuit ("Action")
7 against Tacos Los Desvelados, Tacos Los Desvelados Glendale, Inc., Tacos Los Desvelados West
8 Covina, Inc., Tacos Los Desvelados Whittier, Inc., and Adolfo Valenzuela (collectively
9 "Defendants") for alleged wage and hour violations. The Action was filed by former Defendants'
10 employee Ramona Silva-Heredia ("Plaintiff") and seeks payment of (1) wages and other relief for
11 a class of hourly, non-exempt employees ("Class Members") who worked for Defendants in
12 California during the Class Period (March 19, 2017 to May 31, 2022); and (2) penalties under the
13 California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who
14 worked for Defendants in California during the PAGA Period (March 08, 2020 to May 31, 2022)
15 ("Aggrieved Employees").

16 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants
17 to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund
18 Individual PAGA Payments and pay penalties to the California Labor and Workforce
19 Development Agency ("LWDA").

20 Based on Defendants' records, and the Parties' current assumptions, **your Individual**
21 **Class Payment is estimated to be \$___ (less withholding) and your Individual PAGA**
22 **Payment is estimated to be \$___.** The actual amount you may receive likely will be different
23 and will depend on a number of factors. (If no amount is stated for your Individual PAGA
24 Payment, then according to Defendants' records you are not eligible for an Individual PAGA
25 Payment under the Settlement because you didn't work during the PAGA Period.)

26 The above estimates are based on Defendants' records showing that **you worked ___**
27 **Workweeks** during the Class Period and **you worked ___ Pay Periods** during the PAGA Period.
28 If you believe that you worked more Workweeks or Pay Periods during either period, you can
29 submit a challenge by the deadline date. See Section 4 of this Notice.

30 The Court has already preliminarily approved the proposed Settlement and approved this
31 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
32 affected whether you act or not act. Read this Notice carefully. You will be deemed to have
33 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
34 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
35 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
36 that requires Defendants to make payments under the Settlement and requires Class Members and
37 Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is —	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by —	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the ____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Work Week / Pay Periods Written Challenges Must be Submitted by ____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Work Weeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Work Weeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws by failure to pay wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and related violations of the Labor Code. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David G. Spivak of The Spivak Law Firm (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and

(2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$200,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. Defendants shall pay the Gross Settlement Amount in three instalments as follows: (1) \$66,666.00 due within 60 days of the Court's order giving final approval of the Settlement or the Effective Date, whichever comes later, (2) \$66,667.00 due within one year of the Court's order giving final approval of the Settlement or the Effective Date, whichever comes later, and (3) \$66,667 due within 2 years of the Court's order giving final approval of the Settlement or the Effective Date, which ever is later. There will be a proportionate distribution within 60 days of each installment payment. Class Counsel will only receive their fees proportionally to the amounts received by the Class. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the first installment of the Gross Settlement within 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$66,666.00 (33.33%) of the Gross Settlement to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

C. Up to \$12,500.00 to the Administrator for services administering the Settlement.

D. Up to \$4,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their

1 PAGA Pay Periods.

2 Participating Class Members have the right to object to any of these deductions. The Court
3 will consider all objections.

4 If the number of Workweeks as of the date the Court approves the settlement exceeds the
5 referenced 6,451 Workweeks by more than 15%, the Gross Settlement Amount, including the
6 Class Counsel Fees Payment, the Class Representative Payment, and the LWDA payment, will
increase proportionally according to the number of additional Workweeks above the 15%
increase.

7 3. Net Settlement Distributed to Class Members. After making the above deductions
8 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
9 Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class
Members based on their Class Period Workweeks.

10 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking
11 the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages
12 (“Wage Portion”) and 90% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is
13 subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay
14 employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are
counted as penalties rather than wages for tax purposes. The Administrator will report the
Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS
1099 Forms.

15 Although Plaintiff and Defendants have agreed to these allocations, neither side is giving
16 you any advice on whether your Payments are taxable or how much you might owe in taxes. You
17 are responsible for paying all taxes (including penalties and interest on back taxes) on any
18 Payments received from the proposed Settlement. You should consult a tax advisor if you have
any questions about the tax consequences of the proposed Settlement.

19 5. Need to Promptly Cash Payment Checks. The front of every check issued for
20 Individual Class Payments and Individual PAGA Payments will show the date when the check
21 expires (the void date). If you don’t cash it by the void date, your check will be automatically
cancelled, and the monies
will be deposited with the California Controller’s Unclaimed Property Fund in your name.

22 If the monies represented by your check is sent to the Controller’s Unclaimed Property,
23 you should consult the rules of the Fund for instructions on how to retrieve your money.

24 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
25 as a Participating Class Member, participating fully in the Class Settlement, unless you notify the
26 Administrator in writing, not later than ___, that you wish to opt-out. The easiest way to notify
27 the Administrator is to send a written and signed Request for Exclusion by the ___ Response
Deadline. The Request for Exclusion should be a letter from a Class Member or his/her
representative setting forth a Class Member’s name, present address, telephone number, and a

1 simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e.,
2 Non-Participating Class Members) will not receive Individual Class Payments, but will preserve
3 their rights to personally pursue wage and hour claims against Defendants.

4 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
5 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
6 Individual PAGA Payments and are required to give up their right to assert PAGA claims against
7 Defendants based on the PAGA Period facts alleged in the Action.

8 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
9 possible the Court will decline to grant Final Approval of the Settlement or decline enter a
10 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs
11 and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not
12 pay any money and Class Members will not release any claims against Defendants.

13 8. Administrator. The Court has appointed a neutral company, Phoenix Settlement
14 Administrators (the “Administrator”) to send this Notice, calculate and make payments, and
15 process Class Members’ Requests for Exclusion. The Administrator will also decide Class
16 Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and
17 perform other tasks necessary to administer the Settlement. The Administrator’s contact
18 information is contained in Section 9 of this Notice.

19 9. Participating Class Members’ Release. After the Judgment is final and Defendants
20 have fully funded the Gross Settlement (and separately paid all employer payroll taxes),
21 Participating Class Members will be legally barred from asserting any of the Released Class
22 Claims released under the Settlement. This means that unless you opted out by validly excluding
23 yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit
24 against Defendants or related entities for wages based on the Class Period facts and PAGA
25 penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

26 The Participating Class Members will be bound by the release of the following Released
27 Class Claims:

28 All Participating Class Members, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
release Released Parties from all claims that were alleged, or reasonably could have been
alleged, in the Operative Complaint that arose during the Class Period including with
respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to
pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-
compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay
for non-compliant rest periods; (e) failure to issue accurate, itemized wage statements and
maintain payroll records; (f) failure to pay all wages due upon separation of employment;
(g) failure to reimburse for necessary business expenses; (h) all claims under California
Business & Professions Code § 17200 for unfair business practices that could have been
premised on the facts, claims, causes of action or legal theories described above; (i)
violation of or claims under the following sections of the California Labor Code sections

201, 202, 203, 204, 206, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; and (j) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest or attorneys' fees associated with all of such causes of action under California law. Except for the release of the Released PAGA Claims by Aggrieved Employees (see below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting any of the Released PAGA Claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' will be bound by the release of the following "Released PAGA Claims":

All Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act that were alleged, or reasonably could have been alleged, based on the claims asserted in the Operative Complaint, the PAGA Notice and ascertained in the course of the Action, arising during or with respect to the PAGA Period. The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the Released PAGA Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$1,000 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

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2 3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked
3 during the Class Period and the number of PAGA Pay Periods you worked during the PAGA
4 Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have
5 until ____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can
6 submit your challenge by signing and sending a letter to the Administrator via mail, email or fax.
7 Section 9 of this Notice has the Administrator's contact information.

8 You need to support your challenge by sending copies of pay stubs or other records. The
9 Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on
10 Defendants' records as accurate unless you send copies of records containing contrary
11 information. You should send copies rather than originals because the documents will not be
12 returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based
13 on your submission and on input from Class Counsel (who will advocate on behalf of
14 Participating Class Members) and Defendants' Counsel. The Administrator's decision is final.
15 You can't appeal or otherwise challenge its final decision.

16 5. HOW WILL I GET PAID?

17 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
18 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
19 including those who also qualify as Aggrieved Employees. The single check will combine the
20 Individual Class Payment and the Individual PAGA Payment.

21 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
22 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class
23 Settlement (i.e., every Non-Participating Class Member).

24 **Your check will be sent to the same address as this Notice. If you change your
25 address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has
26 the Administrator's contact information.**

27 6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

28 Submit a written and signed letter with your name, present address, telephone number,
and a simple statement that you do not want to participate in the Settlement. The Administrator
will exclude you based on any writing communicating your request be excluded. Be sure to
personally sign your request, identify the Action as *Ramona Silva-Heredia vs. Tacos Los
Desvelados, et al.*, Case No. 21STCV11103, and include your identifying information (full name,
address, telephone number, approximate dates of employment, and social security number for
verification purposes). You must make the request yourself. If someone else makes the request
for you, it will not be valid. **The Administrator must be sent your request to be excluded by
____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

1 Only Participating Class Members have the right to object to the Settlement. Before deciding
2 whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to
3 approve. At least ___ days before the ___ Final Approval Hearing, Class Counsel and/or Plaintiff
4 will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons
5 why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service
6 Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation
7 expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award.
8 Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice)
9 will send you copies of these documents at no cost to you. You can also view them on the
10 Administrator's Website ([url](#)) or the Court's website ([url](#)).

11 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for
12 Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to
13 object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class
14 Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the
15 Administrator is ___.** Be sure to tell the Administrator what you object to, why you object, and
16 any facts that support your objection. Make sure you identify the Action, *Ramona Silva-Heredia
17 vs. Tacos Los Desvelados*, case no. 21STCV11103, and include your name, current address,
18 telephone number, and approximate dates of employment for Defendants and sign the objection.
19 Section 9 of this Notice has the Administrator's contact information.

20 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at
21 your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready
22 to tell the Court what you object to, why you object, and any facts that support your objection.
23 See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval
24 Hearing.

25 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

26 You can, but don't have to, attend the Final Approval Hearing on ___ at ([time](#)) in Department 17
27 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 North Spring Street,
28 Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval
of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff,
and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally
or virtually via ___ (<https://www.> ___). Check the Court's website for the most current
information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the
Administrator's website ___ beforehand or contact Class Counsel to verify the date and time of
the Final Approval Hearing.

25 **9. HOW CAN I GET MORE INFORMATION?**

26 The Agreement sets forth everything Defendants and Plaintiff have promised to do under the
27 proposed Settlement. The easiest way to read the Agreement, the Judgment or any other

Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (http://www.____.aspx) and entering the Case Number for the Action, Case No. 21STCV11103. You can also make an appointment to personally review court documents in the Clerk's Office at the Spring Street Courthouse by calling ____.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney:	David G. Spivak
Email Address:	david@spivaklaw.com
Name of Firm:	The Spivak Law Firm
Mailing Address:	8605 Santa Monica Bl PMB 42554 West Hollywood, CA 90069
Telephone:	(213) 725-9094

Administrator:

Name of Company:	Phoenix Settlement Administrators
Email Address:	_____
Mailing Address:	_____
Telephone:	_____
Fax Number:	_____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund ____ for instructions on how to retrieve the funds

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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I am an accredited translator registered with the American Translators Association and that I am certified/accredited to translate from the English language to the Spanish language. I further declare that I have translated the attached document (“First Amended Class Action and PAGA Settlement Agreement and Class Notice”) from the English language to the Spanish language.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Blanca Edwards

BLANCA A. EDWARDS,
Member of the American Translator Association
Member No. 242471, since 03/27//2008