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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

LILIAM URRUTIA and VANESSA
DORANTEZ GALICIA, as aggrieved
employees pursuant to the Private Attorneys
General Act (“PAGA”), on behalf of the State of
California and other aggrieved employees,

Plaintiffs,

vs.

SHAHS OF SHIRAZ, INC., a California
corporation; BUNCH OF BULL, INC., a
California corporation; CENTRAL VALLEY
FAST FOODS, INC., a California corporation;
EUREKA FAST FOODS CORP., a California
corporation; EUREKA FORTUNE, INC., a
California corporation; QSR WEST, INC., a
California corporation; QSR WEST
BUILDING, INC., a California corporation;
QSR WEST BUILDING, LLC, a California
limited liability company; QSR WEST
DEVELOPMENT ONE, INC., a California
corporation; QSR WEST DEVELOPMENT,
LLC, a California limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No. MSC21-01804

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Contra Costa (“Court”), Plaintiffs Liliam Urrutia, Vanessa Dorantez Galicia, and Amalia Reyes (“Plaintiffs”) and Defendants Shahs Of Shiraz, Inc., Bunch Of Bull, Inc., Central Valley Fast Foods, Inc., QSR West, Inc., QSR West Building, Inc., QSR West Building, LLC, QSR West Development One, Inc., QSR West Development, LLC, Amir Sahebalzamany, and Nasser Aliabadi (“Defendants”) (collectively with Plaintiffs, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the actions entitled *Liliam Urrutia, et al. v. Shahs of Shiraz, Inc., et al.*, No. MSC21-01804 (Contra Costa County Superior Court) and *Amalia Reyes v. Bunch of Bull, Inc., et al.*, No. 21CV002239 (Alameda County Superior Court) (the “Actions”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means *Liliam Urrutia, et al. v. Shahs of Shiraz, Inc., et al.*, No. MSC21-01804 (Contra Costa County Superior Court) and *Amalia Reyes v. Bunch of Bull, Inc., et al.*, No. 21CV002239 (Alameda County Superior Court).

2. “Aggrieved Employees” means all persons who were employed by Defendants in the State of California in non-exempt positions at any time during the Settlement Period.

3. “Court” means the Superior Court for the State of California, County of Contra Costa.

4. “Defendants” means, collectively, Shahs Of Shiraz, Inc., Bunch Of Bull, Inc., Central Valley Fast Foods, Inc., QSR West, Inc., QSR West Building, Inc., QSR West Building, LLC, QSR West Development One, Inc., QSR West Development, LLC, Amir Sahebalzamany, and Nasser Aliabadi. Eureka Fast Foods Corp. and Eureka Fortune, Inc. were named in the Action, but will be dismissed from the Action, without prejudice, as set forth herein.

5. “Effective Date” means the latter of:

5(a) if no objections to the motion to approve this Agreement are made in writing or at the hearing for Court approval, the latter of: (1) the date the Court enters an order granting approval of the Parties’ PAGA Settlement;

and (2) the date the Reyes Action is dismissed with prejudice;

5(b) if objection is made in writing or at the hearing on the motion to approve the
PAGA Settlement and overruled, and no appeal is taken of the Order
granting approval or no motion to intervene or motion to vacate judgment is
filed, then the Effective Date shall be three (3) calendar days after the
deadline to file an appeal of the Order granting approval; or

5(c) if one or more appeals are taken from the Court's overruling any objection
to the PAGA Settlement in addition to an appeal of an order denying either
intervention or a motion to vacate judgment, then the Effective Date shall be
three (3) calendar days after any appeal is dismissed or the Order granting
approval of the PAGA Settlement is affirmed after an appeal, and the Order
granting approval is not subject to further review and becomes final.

6. "Gross Settlement Amount" means the total, maximum all-in settlement amount of Four
Hundred Thirty Nine Thousand Four Hundred Sixty Dollars (\$439,460) to be paid by Defendants in full
satisfaction of all Settled Claims arising from the Actions.

7. "LWDA" means the California Labor and Workforce Development Agency.

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

9. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees
and Costs for Plaintiffs' Counsel approved by the Court, any court-approved Service Awards for each
Plaintiff, and the Settlement Administrator Costs.

10. "Plaintiffs" means, collectively, Liliam Urrutia, Vanessa Dorantez Galicia, and Amalia
Reyes.

11. "Plaintiffs' Counsel" means Capstone Law APC and Lawyers for Justice, PC.

12. "Service Awards" means the amounts to be paid to Plaintiffs, subject to court approval,
as consideration for their service on behalf of the LWDA and Aggrieved Employees and for their general
releases of all claims arising out of their employment with Defendants.

13. "Settled Claims" means any and all claims for PAGA civil penalties under California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194,
2 1197, 1198, 2802, and 2810, the corresponding provisions of the IWC Wage Orders, regulations, and/or
3 other provisions of law alleged, or which could have been alleged, to have been violated in the Actions
4 with respect to Aggrieved Employees based on the facts alleged in the Actions, and in Plaintiffs' written
5 notices provided to the LWDA, during the Settlement Period.

6 14. "Settlement Period" means the period from June 25, 2020 to the earlier of: (a) the date
7 the Escalator Clause would be triggered or (b) the date of entry of the Order granting approval of the
8 Parties' settlement.

9 TERMS

10 15. Gross Settlement Amount. In consideration for Plaintiffs' promises and representations
11 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
12 Defendants will pay the total, maximum, all-in amount of Four Hundred Thirty-Nine Thousand Four
13 Hundred Sixty Dollars and Zero Cents (\$439,460.00) ("Gross Settlement Amount") to settle the Actions.
14 The Gross Settlement Amount includes Plaintiffs' attorneys' fees, litigation costs and expenses,
15 consideration for Plaintiffs' service on behalf of the LWDA and Aggrieved Employees, Settlement
16 Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the
17 PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to,
18 Defendants. Defendants will deposit the Gross Settlement Amount into a qualified settlement fund to be
19 established by the Settlement Administrator pursuant to a twelve-month (12-month) quarterly installment
20 payment plan, with the first payment to be made within thirty (30) calendar days after the Effective Date,
21 and each of the subsequent three (3) payments made in ninety-day (90-day) installments thereafter; i.e.,
22 the second installment will be made within ninety (90) calendar days after the first installment, the third
23 installment will be made within one hundred and eighty (180) calendar days after the first installment,
24 and the fourth installment will be made within two hundred and seventy (270) calendar days after the
25 first installment. The date of the fourth and final installment payment is referred to herein as the "Full
26 Funding Date."

27 16. Escalator Clause. If the number of pay periods worked by Aggrieved Employees during
28 the Settlement Period is greater than Twenty-Five Thousand Six Hundred Sixty-Five (25,665), then

Defendants must either: (a) proportionally increase the Gross Settlement Amount according to the following formula: Total Number of Pay Periods ÷ 25,665 Pay Periods × Gross Settlement Amount (i.e. at a rate of \$17.12 per additional pay period); or (b) end the Settlement Period on the date when the total number of pay periods was not in excess of 25,665 (“Escalator Clause”).

17. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims brought in the Actions for PAGA civil penalties under the California Labor Code, IWC Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Actions with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees according to the following formula:

17(a) Defendants will calculate: (a) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (b) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

17(b) To determine each Aggrieved Employee’s pro rata payment from the PAGA Penalties Fund, Defendants will use the following formula:
$$\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund} \times [\text{Pay Periods Worked by each individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

18. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiffs’ Counsel for Attorneys’ Fees and Costs of not more than One Hundred Forty Six Thousand Five Hundred Thirty Three Dollars and Thirty Three Cents (\$146,533.33), plus the reimbursement of Plaintiffs’ Counsel’s reasonable out-of-pocket costs and expenses associated with Plaintiffs’ Counsel’s litigation and settlement of the Actions, subject to Court approval, (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from and out of the Gross Settlement Amount. Any portion of the Attorneys’ Fees and Costs not awarded to Plaintiffs’ Counsel will be added to the PAGA Penalties Fund. The

Court's award of attorneys' fees will be divided as follows: Seventy Percent (70%) to Capstone Law APC and Thirty Percent (30%) to Lawyers for Justice, PC. If the Court approves a lesser amount of attorney's fees than those sought by Plaintiffs' Counsel, any amount disallowed by the Court will be added to the PAGA Penalties Fund unless an appeal is sought by Plaintiffs' Counsel to any reduction of its requested attorney's fees within twenty-one (21) days after entry of the Order and Judgment. If a timely appeal is sought by Plaintiffs' Counsel of any reduction of its requested attorneys' fees, then any amount disallowed by the Court will be distributed by the Settlement Administrator to a non-profit organization jointly selected by the Parties within fifteen (15) days after the Court's order reducing the requested fees is affirmed or the appeal is dismissed or denied, and the Court's order reducing Plaintiffs' Counsel's requested fees is no longer subject to further judicial review. For the avoidance of doubt, any such appeal by Plaintiffs' Counsel to any reduction of its requested attorneys' fees will not delay the administration of the Settlement, nor will it have any effect on the release of the Settled Claims, which will still take effect on the Effective Date.

19. Limited Release of Claims by Aggrieved Employees. Upon the Effective Date, Plaintiffs, on behalf of themselves and their heirs, executors, and assigns, and the State of California, fully release and discharge Defendants, and each of their present and former parent companies, subsidiaries, divisions, affiliates, successors, predecessors, and assigns, and each of its respective past and present owners, officers, directors, operators, managing agents, members, shareholders, partners, employees, agents, franchisors, franchisees, attorneys, insurers, successors, assigns, representatives, accountants, payroll providers, benefits providers, and all persons acting jointly, under, by, through, or in concert with any of them (collectively, "Released Parties") from any and all Settled Claims that accrued during the Settlement Period. As a result of this release, the State of California and the Aggrieved Employees will be unable to litigate any of the Settled Claims that took place during the Settlement Period. Defendants and the Released Parties shall have no liability for any of the Settled Claims during the Settlement Period in this Action except as set forth in this Agreement.

20. Service Awards and General Release of Any and All Claims by Plaintiffs. For general releases of all claims Plaintiffs may have against Defendants arising out of their employment with Defendants or their separation therefrom, and for their service on behalf of the LWDA and Aggrieved

1 Employees, Defendants agree not to oppose or impede any application or motion by Plaintiffs for a
2 service award of up to Ten Thousand Dollars (\$10,000), each ("Service Awards"). Upon receipt of the
3 Service Awards, Plaintiffs will be deemed to have fully released and discharged the Released Parties
4 from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which
5 have been or could have been asserted against Defendants arising out of, or relating to, Plaintiffs'
6 employment with Defendants or separation therefrom, including but not limited to claims for wages,
7 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
8 employment. Plaintiffs further each, individually, hereby unconditionally waive, forever release, and
9 discharge any and all demands, damages, debts, liabilities, contracts, obligations, actions, causes of
10 action and claims of every kind, nature, and description whatsoever, whether now known or unknown,
11 suspected or unsuspected, including in equity or otherwise, which each Plaintiff ever had or now has
12 against the Released Parties arising or accruing at any time prior to the Effective Date, including without
13 limitation any matter, cause or claim arising out of or related to facts or events occurring prior to the
14 execution of this Settlement Agreement, and/or related to each of their employment with Defendants and
15 their separation therefrom. At a minimum, though not meant to be an exhaustive list, the claims released
16 by the Plaintiffs include but are not limited to: (a) any and all claims that were or could have been
17 brought under California Labor Code, including sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
18 551, 552, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5, the applicable Industrial Welfare
19 Commission Wage Orders, the FLSA, and all related or corresponding federal laws, and all
20 implementing regulations and interpreting guidance; (b) any and all claims that were or could have been
21 brought under California Corporations Code, and California Business and Professions Code, including
22 but not limited to California Business and Professions Code section 17200 *et seq.*, as unlawful,
23 fraudulent or misleading based on the claims, facts and allegations alleged in the Action (including, but
24 not limited to, claims of conduct unlawful under state or federal law); (c) any and all other causes of
25 action, including those seeking premiums, penalties, interest, punitive damages, costs, attorney fees,
26 injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract,
27 equity, statute, or common law; (d) any and all claims under the Fair Employment and Housing Act,
28 Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil

1 Rights Act of 1964, and (e) any and all other claims Plaintiffs could have made related to her
2 employment with Defendants. Plaintiffs may hereafter discover facts in addition to or different from
3 those which they now knows or believes to be true, but stipulate and agree that, upon their receipt of their
4 service awards from the Gross Settlement Amount funding, they each fully, finally, and forever settle
5 and release any and all claims, known or unknown, suspected or unsuspected, contingent or non-
6 contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any
7 theory of law or equity and without regard to the subsequent discovery or existence of such different or
8 additional facts. Plaintiffs are deemed, by operation of the Order granting Court approval of the PAGA
9 Settlement, to have agreed not to sue or otherwise make a claim against any of the Released Parties for
10 any claim. This release specifically includes any and all claims, demands, obligations and/or causes of
11 action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the
12 Settlement) relating to or in any way connected with the matters referred to herein, whether or not known
13 or suspected to exist, and whether or not specifically or particularly described herein. Specifically,
14 Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code
15 Section 1542, which provides:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
17 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
18 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
19 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
20 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

21 21. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force
22 and effect even if the Service Awards sought by Plaintiffs, or any portion of them, are not ultimately
23 awarded by the Court.

24 22. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-
25 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
26 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
27 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
28 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there

are approximately One Thousand Six Hundred (1,600) Aggrieved Employees, Settlement Administration Costs are estimated at Eight Thousand Dollars (\$8,000).

23. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA, as required by PAGA. Plaintiffs' Counsel shall prepare the filings necessary to obtain Court approval of the Settlement and shall give counsel for Defendants at least three (3) business days to review and provide input on such filings before their submission. The Parties will request that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order"). Concurrent with the Parties' request for Court approval of the Settlement, Plaintiffs' Counsel shall dismiss Eureka Fast Foods Corp. and Eureka Fortune, Inc. from the Action, without prejudice, because Defendants contend Plaintiffs were not employed by either entity. As such, employees solely employed by either Eureka Fast Foods Corp. or Eureka Fortune, Inc. will not be entitled to any portion of the PAGA Penalties Fund unless they were employed by any of the other Defendants during the Settlement Period, and then only for and to that latter extent.

24. List of Aggrieved Employees. Within twenty-one (21) calendar days after entry of the Order granting approval of the Parties' settlement, Defendants will provide the Settlement Administrator, on a confidential basis to be used only by the Settlement Administrator for the purposes of administering the settlement in and related to these Actions, a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel, encrypted and password protected, and will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments, as determined by the Settlement Administrator.

25. Funding of the Settlement. Within fourteen (14) calendar days of the Full Funding Date, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

1 26. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
2 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
3 explanatory letter, attached hereto as Exhibit A. Prior to mailing, the Settlement Administrator will
4 perform a search based on the National Change of Address Database for information to update and
5 correct for any known or identifiable address changes. Any checks returned as non-deliverable on or
6 before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
7 forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator
8 will promptly attempt to determine the correct address using a skip-trace, or other search using the name,
9 address or Social Security number of the Aggrieved Employee involved, and will then perform a single
10 re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks
11 which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement
12 Administrator will be sent to the California State Controller, with the identity of the Aggrieved
13 Employee(s) to whom the funds belong, to be held for the Aggrieved Employee(s) per the California
14 Unclaimed Property Law, in the interest of justice. The money paid to the State Controller will remain
15 each of the Aggrieved Employee's property to the extent permitted by law. All settlement payments to
16 Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

17 27. Settled Claims. Upon the Effective Date, Plaintiffs and all Aggrieved Employees will be
18 forever barred from pursuing against Defendants any and all Settled Claims during the Settlement
19 Period. Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any individual
20 wage and hour claims, to the extent they may have any, by virtue of this Settlement.

21 28. No Right to Exclusion or Objections by Aggrieved Employees. Because this settlement
22 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private
23 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved
24 Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be
25 bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether
26 he or she cashes any payment received as a result of this Settlement. The Parties also agree that no
27 Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

28 29. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced

1 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
2 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
3 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
4 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
5 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

6 30. Confidentiality; Non-Evidentiary Use: The terms of settlement set forth in this
7 Settlement Agreement will remain confidential, except as may be necessary for the Parties to prepare and
8 file documents with the Court necessary to obtain approval of the Settlement, and neither Party will use
9 the information contained herein, or related to the Parties' Settlement, for reporting, publishing, posting,
10 advertising, or marketing purposes.

11 31. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
12 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
13 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
14 action or right herein released and discharged.

15 32. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve
16 the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then
17 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
18 and the Parties will be returned to their original respective positions.

19 33. Judgment and Continued Jurisdiction. After entry of the Order granting approval of the
20 Parties' Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the
21 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and
22 (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

23 34. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
24 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
25 on the Parties.

26 35. Amendment or Modification. This Settlement Agreement may be amended or modified
27 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
28 Parties, and approved by the Court.

1 36. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
6 other and use their best efforts to effectuate the implementation of the Settlement. If the Parties are
7 unable to reach agreement on the form or content of any document needed to implement the Settlement,
8 or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement,
9 the Parties may seek the assistance of the Court to resolve such disagreement.

10 37. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
11 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 38. California Law Governs. All terms of this Settlement Agreement will be governed by
13 and interpreted according to the laws of the State of California.

14 39. Execution and Counterparts. This Settlement Agreement is subject only to the execution
15 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
17 scanned copies of the signature pages, will be deemed to be one and the same instrument.

18 40. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
20 this Settlement after arm's-length negotiations by experienced counsel with the assistance of an
21 experienced, neutral, third-party mediator. The Parties further acknowledge that they are each
22 represented by competent counsel and that they have had an opportunity to consult with their counsel
23 regarding the fairness and reasonableness of this Settlement.

24 41. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
25 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
26 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

27 42. Invalidity of Any Provision. Before declaring any provision of this Settlement
28 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

43. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

44. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

45. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

46. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

47. Representation By Counsel. The Parties acknowledge that they each have been represented by independent legal counsel of their own choice throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed by each party and their counsel in full.

48. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

49. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to

1 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
2 under federal or state law.

3 50. Denial of Liability. The Parties expressly recognize that the making of this agreement
4 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.
5 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
6 discussions or communications, nor any materials prepared, exchanged, issued or used during the
7 pendency of the Actions, is intended by the Parties to, nor will any of the foregoing constitute, be
8 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
9 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
10 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
11 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
12 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
13 of the Court entered into in connection therewith.

14 51. Mutual Non-Disparagement. Plaintiffs agree they will not, orally or in writing, publicly
15 or privately, post, publish, make or express any comment, view or opinion which criticizes, is adverse to,
16 brings disrepute in the eyes of the public, defames, derogates or disparages Defendants or the Released
17 Parties in any manner, nor shall Plaintiffs authorize any agent or representative to make or express any
18 such comment, view or opinion. Defendants likewise agree that they will not disparage the Plaintiffs.

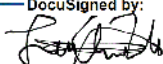
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 1/24/2023

DocuSigned by:

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PLAINTIFF

Dated: _____

Vanessa Dorantez Galicia

PLAINTIFF

Dated: _____

Amalia Reyes

DEFENDANTS

Dated: 02/07/2023

Shahs of Shiraz, Inc.

By amir sahebalzamany
Title VP

Dated: 02/07/2023

Bunch Of Bull, Inc.

By amir sahebalzamany
Title VP

Dated: 02/07/2023

Central Valley Fast Foods, Inc.

By amir sahebalzamany
Title President

Dated: 02/07/2023

QSR West, Inc.

By amir sahebalzamany
Title VP

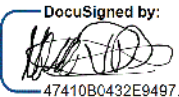
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____
Liliam Urrutia

PLAINTIFF

Dated: 1/24/2023

Antez Galicia

PLAINTIFF

Dated: _____
Amalia Reyes

DEFENDANTS

Dated: _____
Shahs of Shiraz, Inc.
By amir sahebalzamany
Title VP

Dated: _____
Bunch Of Bull, Inc.
By amir sahebalzamany
Title VP

Dated: _____
Central Valley Fast Foods, Inc.
By amir sahebalzamany
Title President

Dated: _____
QSR West, Inc.
By amir sahebalzamany
Title VP

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Liliam Urrutia

PLAINTIFF

Dated: _____

Vanessa Dorantez Galicia

PLAINTIFF

Dated: 02/14/2023

Amalia Reyes

Amalia Reyes

DEFENDANTS

Dated: _____

Shahs of Shiraz, Inc.

By _____
Title _____

Dated: _____

Bunch Of Bull, Inc.

By _____
Title _____

Dated: _____

Central Valley Fast Foods, Inc.

By _____
Title _____

Dated: _____

QSR West, Inc.

By _____
Title _____

Dated: 02/07/2023

QSR West Building, Inc.

By amir sahebalzamani
Title vp

Dated: 02/07/2023

QSR West Building, LLC

By amir sahebalzamani
Title vp

Dated: 02/07/2023

QSR West Development One, Inc.

By amir sahebalzamani
Title vp

Dated: 02/07/2023

QSR West Development, LLC

By amir sahebalzamani
Title vp

Dated: 02/07/2023

Amir Sahebalzamani

By amir sahebalzamani
Title _____

Dated: 02/07/2023

Nasser Aliabadi

By nasser aliabadi
Title _____

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: January 24, 2023

Raul Perez
Raul Perez

LAWYERS FOR JUSTICE, PC

Dated: _____

Edwin Aiwarzian

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO LLP

Dated: February 7, 2023

Geoffrey D. La Val
Geoffrey D. La Val

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Dated: **QSR West Building, Inc.**
By _____
Title _____

Dated: **QSR West Building, LLC**
By _____
Title _____

Dated: **QSR West Development One, Inc.**
By _____
Title _____

Dated: **QSR West Development, LLC**
By _____
Title _____

Dated: **Amir Sahebalzamany**
By _____
Title _____

Dated: **Nasser Aliabadi**
By _____
Title _____

APPROVED AS TO FORM

CAPSTONE LAW APC
Dated: _____

Raul Perez

LAWYERS FOR JUSTICE, PC
Dated: February 16, 2023

Edwin Aiwazian

ATKINSON, ANDELSON, LOYA, RUUD & ROMO LLP
Dated: _____

Geoffrey D. La Val

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

**Re: Payment From *Urrutia et al. v. Shahs of Shiraz, Inc., et al.*, No. C21-01804
(Contra Costa County Superior Court)**

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

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuits entitled *Urrutia, et al. v. Shahs of Shiraz, Inc., et al.*, No. C21-01804 (Contra Costa County Superior Court) and *Reyes v. Bunch of Bull, Inc.*, No. 21CV002239 (Alameda County Superior Court) (the "Actions").

The Actions were filed against Shahs Of Shiraz, Inc., Bunch Of Bull, Inc., Central Valley Fast Foods, Inc., QSR West, Inc., QSR West Building, Inc., QSR West Building, LLC, QSR West Development One, Inc., QSR West Development, LLC, Amir Sahebalzamani, and Nasser Aliabadi (collectively "Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Actions were brought by former employees of Defendants on behalf of the State of California and all allegedly "aggrieved employees" of Defendants.

The Plaintiffs in the Actions claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders and deny they are liable in any way for any civil penalties. The Court has not ruled on the merits of the Actions.

As a current or former employee of one of the Defendants, you have been identified as one of the employees on whose behalf the case was brought. Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. By cashing your check, you will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, which you may have.

You are not a party to these lawsuits, but you and the government will be bound by the Settlement in this matter as to civil penalties. If you have any questions, you can contact the Settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]