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SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

MARIA ELENA CAMPOS,

Plaintiff,

v.

JOSE ASCENSION TREJO, individually
and dba TACOS EL PARIENTE and
TACOS EL PARIENTE #2; ADRIANA
BEATRIZ TREJO, individually and dba
TACOS EL PARIENTE and TACOS EL
PARIENTE #2; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 21CV002049

**STIPULATION OF REPRESENTATIVE
ACTION SETTLEMENT AND RELEASE
OF PAGA CLAIMS**

1 This Stipulation of Representative Action Settlement and Release of PAGA Claims is
2 entered into by and between Plaintiff MARIA ELENA CAMPOS (“Plaintiff”), in her
3 representative capacity on behalf of the State of California and fellow Aggrieved Employees,
4 and Defendant JOSE ASCENSION TREJO, individually and dba TACOS EL PARIENTE and
5 TACOS EL PARIENTE #2(hereinafter “Defendant”):

6 **A. DEFINITIONS**

7 1. “Action” shall mean the Individual and Representative Action lawsuit filed by
8 Plaintiff on June 25, 2021 entitled *Maria Elena Campos v. Jose Ascension Trejo, individually*
9 *and dba Tacos El Pariente, et al.*, Monterey County Superior Court Case No. 21CV002049.

10 2. “Aggrieved Employees” shall mean all individuals who worked for Defendants in
11 this Action as non-exempt employees in California at any point during the PAGA Period.

12 3. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 PAGA Actions and Release of PAGA Claims.

14 4. “Court” means the Superior Court for the State of California, County of Monterey
15 presiding over the Action.

16 5. “Defendants” shall mean the named defendants in the Action: JOSE ASCENSION
17 TREJO, individually and dba TACOS EL PARIENTE and TACOS EL PARIENTE #2; and
18 ADRIANA BEATRIZ TREJO, individually and dba TACOS EL PARIENTE and TACOS EL
19 PARIENTE #2.

20 6. “Defendants’ Counsel” shall mean Anais Mora and Stephan A. Barber of JRG
21 Attorneys at Law.

22 7. “Effective Date” means the date upon which the following has occurred: (i) the
23 long form Settlement Agreement has been executed by Plaintiff, Defendant Jose Ascension
24 Trejo and Counsel for the Parties; (ii) Notice of the Settlement has been sent to the LWDA; (iii)
25 the Court has given approval to the Settlement; (v) the Court has entered the Court’s Final Order
26 and Judgment; and (vi) the latest of the following events: (A) when the period for filing any
27 appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any
28 appeal, writ or other appellate proceeding having been filed; (B) when any appeal, writ or other

1 appellate proceeding opposing the Settlement has been dismissed finally and conclusively with
2 no right to pursue further remedies or relief; or (C) when any appeal, writ or other appellate
3 proceeding has upheld the Court's Final Order and Judgment with no right to pursue further
4 remedies or relief. If the Court declines to approve the Settlement, the entire Settlement
5 Agreement and any documents generated to bring it into effect, are deemed void and
6 unenforceable as if no settlement of any claim was ever reached, and the Parties will be returned
7 to their respective positions. All negotiations, statements and proceedings and data relating
8 thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to
9 the rights of any of the Parties. The Effective Date cannot occur, and Defendant will not be
10 obligated to fund this Settlement, until and unless there is no possibility of an appeal or further
11 appeal that could potentially prevent this Settlement from becoming final and binding.

12 8. "Employee Data" means information regarding the Aggrieved Employees that
13 Defendants will in good faith compile from their records and provide to the Settlement
14 Administrator. It shall be formatted in the manner requested by the Settlement Administrator
15 and shall include sufficient information to effectuate this settlement, including but not limited
16 to: each Aggrieved Employee's full name, last known address, Social Security Number, and the
17 number of Pay Periods worked during the PAGA Period.

18 9. "Funding Date" shall mean the latter of either the date the Gross Settlement
19 Amount is fully funded or fifteen (15) calendar days after the Effective Date.

20 10. "Gross Settlement Amount" means Thirty Thousand Dollars (\$30,000.00) that
21 Defendant must pay into the QSF in connection with this Settlement, inclusive of the Aggrieved
22 Employee Payment, LWDA Payment, Plaintiff's Counsel Award and the Settlement
23 Administration Costs.

24 11. "LWDA" means the California Labor and Workforce Development Agency.

25 12. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross
26 Settlement Amount after deducting the Settlement Administration Cost and the Plaintiff's
27 Counsel Award. The NSA shall be used to satisfy the PAGA Representative's claims for civil
28 penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA.

1 Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees
2 (“Aggrieved Employee Payment”) and distributed based on the pro rata number of Pay Periods
3 worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of
4 the NSA shall be paid to the LWDA (“LWDA Payment”).

5 13. “Notice of PAGA Settlement” means the notice to be provided to the Aggrieved
6 Employees by the Settlement Administrator in the form set forth as Exhibit A to this Agreement.

7 14. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
8 Labor Code § 2698 *et seq.*

9 15. “PAGA Payment Ratio” means the respective Pay Periods worked during the
10 PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all
11 Aggrieved Employees during the PAGA Period.

12 16. “PAGA Period” means the period between June 24, 2020 and September 9, 2022.

13 17. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean
14 either Plaintiff or Defendant, individually.

15 18. “Pay Period” for purposes of calculating the distribution of the Aggrieved
16 Employee Payment, as defined herein, means any biweekly period in which Aggrieved
17 Employees received wages during their employment with Defendant during the PAGA Period.

18 19. “Plaintiff” or “PAGA Representative” shall mean Plaintiff MARIA ELENA
19 CAMPOS.

20 20. “Plaintiff’s Counsel” shall mean B. James Fitzpatrick and Laura L. Franklin of
21 Fitzpatrick & Swanston, and Larry W. Lee and Howard L. Magee of Diversity Law Group.

22 21. “Plaintiff’s Counsel Award” means the award of attorneys’ fees and
23 reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff’s Counsel
24 for the services they have rendered to Plaintiff, the State of California, the LWDA and the
25 Aggrieved Employees consisting of attorneys’ fees not to exceed one-third of the Gross
26 Settlement Amount *plus* actually incurred litigation costs up to Two Thousand, Five Hundred
27 Dollars (\$2,500.00) as documented by Plaintiff’s Counsels’ billing records. Plaintiff’s Counsels’
28 application for the Plaintiff’s Counsel Award is subject to Court approval, and a reduction in

1 attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to void, rescind, or
2 terminate this Agreement.

3 22. "QSF" means the Qualified Settlement Fund established, designated and
4 maintained by the Settlement Administrator to fund the Gross Settlement Amount.

5 23. "Released PAGA Claims" means all claims for civil penalties under PAGA arising
6 from the same facts and/or claims alleged in Plaintiff's Individual and Representative Action
7 Complaint, as well those included in Plaintiff's June 24, 2021 letter to the LWDA, that were
8 pled or that could have been pled based on the facts alleged in the said complaint and letter
9 during the PAGA Period, together "Complaints." The *res judicata* effect of the judgment will be
10 the same as that of the release.

11 24. "Released Parties" shall mean Defendants named in the Action (JOSE
12 ASCENSION TREJO, individually and dba TACOS EL PARIENTE and TACOS EL
13 PARIENTE #2; and ADRIANA BEATRIZ TREJO, individually and dba TACOS EL
14 PARIENTE and TACOS EL PARIENTE #2) and all Defendants' past and present parents,
15 subsidiaries, and affiliates, including without limitation any corporation, limited liability
16 company, partnership, trust, foundation and non-profit entity that controls, is controlled by, or
17 is under the common control with Defendant, and the past and present shareholders, directors,
18 officer, agents, employers, members, consultants, benefit plans, successors and assigns of any
19 of the foregoing, and any individual or entity that could be jointly liable with any of the
20 foregoing.

21 25. "Settlement" means the disposition of the Action pursuant to this Agreement.

22 26. "Settlement Administrator" means Phoenix Settlement Administrators.

23 27. "Settlement Administration Costs" means the fees and expenses reasonably
24 incurred by the Settlement Administrator as a result of the procedures and processes expressly
25 required by this Agreement, which are estimated at Two Thousand, Five Hundred Dollars
26 (\$2,500.00) and shall be paid from the Gross Settlement Amount. Any portion of the Settlement
27 Administration Costs not used or approved by the Court shall be added to the Net Settlement
28 Amount.

1 **B. RECITALS**

2 1. Plaintiff was formerly employed by Defendant from approximately April 9, 2019
3 though approximately September 2020 at Tacos El Pariente restaurant in Salinas, California.

4 2. On June 24, 2021, Plaintiff filed a Notice of Violations pursuant to the California
5 Private Attorneys General Act (“PAGA”) with the Labor and Workforce Development Agency
6 (“LWDA”) and served the same on Defendants.

7 3. On June 25, 2021, Plaintiff filed the Action in Monterey County Superior Court,
8 asserting seventeen causes of action against Defendants, including a representative cause of
9 action for violation of the PAGA (the “PAGA Claims”). The remaining causes of action in the
10 Action are asserted by Plaintiff in her individual capacity and arise from alleged violations of
11 California Labor Code and the California Fair Employment and Housing Act (“FEHA”).

12 4. Beginning in or around May 2022, Defendants’ counsel shared information and
13 documents with Plaintiff relating to Defendants’ financial condition and alleged limitations on
14 Defendants’ ability to fund a substantial settlement and/or judgment. Over the course of
15 approximately four months, the Parties engaged in informal settlement discussions, while
16 simultaneously engaging in written discovery in the Action. During this time, Defendant
17 presented information and documents affirming their asserted financial condition, including
18 their lack of assets and financial hardships impacting the Tacos El Pariente business, which
19 information was corroborated by the independent investigation of Plaintiff’s counsel.

20 5. On September 9, 2022, the Parties agreed to the key terms of a settlement of the
21 Lawsuit, including the PAGA Claims and Plaintiff’s individual claims under the FEHA.

22 6. Through this agreement, the Parties desire to compromise, settle and release any
23 and all PAGA claims predicated on the alleged Labor Code violations to Plaintiff individually
24 and all allegedly Aggrieved Employees as set forth in the Action.

25 7. This Agreement represents a compromise and settlement of highly disputed
26 claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant
27 that the claims in the Actions of Plaintiff or the Aggrieved Employees have merit or that
28

Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Actions have merit.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

C. TERMS OF AGREEMENT

1. Settlement Consideration and Settlement Payments by Defendant.

a) Settlement Consideration. In full and complete settlement of the PAGA Claims, and in exchange for the releases set forth below, Defendant will pay the Gross Settlement Amount of Thirty Thousand Dollars (\$30,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Except as provided for in any individual settlement with Plaintiff, Defendant shall not be required to pay more or less than the Gross Settlement Amount.

b) Number of Aggrieved Employees and Pay Periods. There were 42 Aggrieved Employees that collectively worked 748 Pay Periods ("Pay Periods") during the PAGA Period.

c) Settlement Payment. Defendant shall pay, via wire transfer, the Gross Settlement Amount to the Settlement Administrator in one or more payments as described in Paragraph 8 below.

2. Release by Plaintiff on Behalf of the LWDA. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiffs, individually and as the representatives acting as proxies or agents of the LWDA, a State of California Executive Branch Agency, in this Action, agree to release Released Parties for the Released PAGA Claims. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiffs, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all PAGA Claim Employees) from asserting any of the Released PAGA Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of Plaintiffs, the State of California or any allegedly Aggrieved Employee to bring a PAGA claim on behalf of the LWDA

1 based on the Released PAGA Claims is completely and forever foreclosed. Any Party to this
2 Agreement may use the Agreement to assert that this settlement and the judgment to be entered
3 by the Court following approval by this settlement bars any later-filed action asserting any of
4 the Released PAGA Claims against any of the Released Parties at any time during the PAGA
5 Period.

6 **3. Nullification of Settlement Agreement.** If this Settlement Agreement is not
7 approved by the Court, fails to become effective, or is reversed, withdrawn, or in any way
8 prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA
9 Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

10 a) This Settlement Agreement shall be void *ab initio* and of no force or effect,
11 and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose
12 or with respect to any issue, substantive or procedural; and

13 b) None of the Parties to this Settlement will be deemed to have waived any
14 claims, objections, defenses or arguments in the Actions.

15 **4. Tax Liability.** The Parties make no representations as to the tax treatment or legal
16 effect of the payments called for in this Agreement. The Aggrieved Employees are not relying
17 on any statement or representation by the Parties in this regard. Aggrieved Employees
18 understand and agree that they will be responsible for the payment of any taxes and penalties
19 assessed on their respective share of the Aggrieved Employee Payments and will be solely
20 responsible for any penalties or other obligations resulting from their personal tax reporting of
21 the Aggrieved Employees Payments.

22 **5. Circular 230 Disclaimer.** Each Party to this Agreement (for purposes of this
23 section, the “acknowledging party” and each Party to this Agreement other than the
24 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
25 Agreement, and no written communication or disclosure between or among the Parties or their
26 attorneys and other advisers, is or was intended to be, nor shall any such communication or
27 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
28 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the

1 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
2 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
3 entered into this Agreement based upon the recommendation of any other Party or any attorney
4 or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure
5 by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on
6 the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any
7 limitation that protects the confidentiality of any such attorney's or adviser's tax strategies
8 (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging
9 party of the tax treatment or tax structure of any transaction, including any transaction
10 contemplated by this Agreement.

11 **6. Settlement Administrator.** The Settlement Administrator shall be responsible
12 for: establishing and administering the QSF; calculating, processing and mailing payments to
13 Plaintiff's Counsel, LWDA and Aggrieved Employees; printing and mailing the Notice of
14 PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and
15 distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as
16 necessary in support of approval of this Settlement; and other tasks as the Parties mutually agree
17 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
18 keep the Parties timely apprised of the performance of all Settlement Administrator
19 responsibilities.

20 **7. Employee Data.** No later than ten (10) calendar days after the Effective Date,
21 Defendant shall provide the Settlement Administrator with the Employee Data. The Settlement
22 Administrator shall maintain the Employee Data as private and confidential except to carry out
23 its duties to administer the Settlement. In no event will this information ever be shared with or
24 provided to Plaintiff or Plaintiff's Counsel unless necessary to ensure Plaintiff's Counsel's
25 ability to fulfill any obligations associated with this Settlement.

26 **8. Funding of the Gross Settlement Amount.** Defendant shall pay a minimum of
27 Twenty-Five Thousand Dollars (\$25,000.00) into the QSF within ten (10) calendar days of the
28 Court's approval of this Settlement. The remaining Five-Thousand Dollars (\$5,000.00) shall be

1 paid into the QSF within thirty (30) calendar days of the initial payment:

2 **9. Allocation of the Gross Settlement Amount.**

3 a) Calculation of Individual Payments to the Aggrieved Employees. Using
4 the Employee Data, the Settlement Administrator shall add up the total number of Pay Periods
5 for all Aggrieved Employees during the PAGA Period. The respective Pay Periods for each
6 Aggrieved Employee will be divided by the total Pay Periods for all Aggrieved Employees,
7 resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved
8 Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment
9 to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

10 b) Allocation of Individual Aggrieved Employee Payments. For tax purposes,
11 individual Aggrieved Employee Payments shall be allocated and treated 100% as penalties and
12 interest. The individual Aggrieved Employee Payments shall not be subject to wage
13 withholdings and shall be reported on IRS Form 1099s.

14 c) Mailing. Individual Aggrieved Employee Payments shall be mailed by
15 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing address no later
16 than fifteen (15) calendar days after the Funding Date. Upon receipt of the Employee Data, the
17 Settlement Administrator will perform a search based on the National Change of Address
18 Database to update and correct any known or identifiable address changes. No later than fourteen
19 (14) calendar days after receiving the Employee Data from Defendant, the Settlement
20 Administrator shall mail Individual Aggrieved Employee Payments to all Aggrieved Employees
21 via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment
22 to determine the current mailing address for each Aggrieved Employee. The address identified
23 by the Settlement Administrator as the current mailing address shall be presumed to be the best
24 mailing address for each Aggrieved Employee.

25 d) Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
26 Employee Payments returned to the Settlement Administrator as non-delivered on or before the
27 check cashing expiration deadline shall be re-mailed to any forwarding address provided. If no
28 forwarding address is provided, the Settlement Administrator shall promptly attempt to

1 determine a correct address by lawful use of skip-tracing, or other search using the name, address
2 and/or Social Security number of the Aggrieved Employee involved, and shall then perform a
3 re-mailing, if another mailing address is identified by the Settlement Administrator. In addition,
4 if any Individual Aggrieved Employee Payment, which is addressed to any Aggrieved Employee
5 who is currently employed by Defendant, is returned to the Settlement Administrator as non-
6 delivered and no forwarding address is provided, the Settlement Administrator shall notify
7 Defendant. Defendant will request that the currently employed Aggrieved Employee provide a
8 corrected address and transmit to the Administrator any corrected address provided by the
9 Aggrieved Employee. Aggrieved Employees who received a re-mailed Individual Aggrieved
10 Employee Payment shall have their check expiration deadline extended fifteen (15) days from
11 the original check expiration deadline.

12 e) Check Expiration Deadline. Any checks issued the Aggrieved Employees
13 shall remain valid and negotiable for one hundred and eighty (180) days from the date of their
14 issuance. If an Aggrieved Employee does not cash his or her settlement check within 90 days,
15 the Settlement Administrator will send a letter to such persons, advising that the check will
16 expire after the 180th day, and invite that Aggrieved Employee to request reissuance in the event
17 the check was destroyed, lost or misplaced. In the event an individual Aggrieved Employee
18 Payment check has not been cashed within one hundred and eighty (180) days or the extended
19 deadline defined in paragraph 9(d) above, the Settlement Administrator shall cause the aggregate
20 sum represented by those uncashed checks to be sent to the Center for Community Advocacy, a
21 non-profit organization that supports and builds leadership within Central California
22 communities to advocate for improved housing, health, and economic conditions and
23 opportunities for farmworkers and other low-income working families. Neither Plaintiff's
24 Counsel, Defendants' counsel, Plaintiff, nor Defendant have any pecuniary interest in, or
25 association with, the Center for Community Advocacy that would present a conflict of interest.

26 f) LWDA Payment. The Settlement Administrator shall transmit the LWDA
27 Payment to the LWDA as one lump sum payment, if by check, certified mail return receipt
28 requested to Plaintiff's Counsel, within fifteen (15) calendar days of the Funding Date.

1 g) Plaintiff's Counsel Award. Defendant understands a motion by Plaintiff's
2 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement Amount currently
3 estimated to be Ten Thousand Dollars and Zero Cents (\$10,000.00), plus costs and expenses
4 supported by declaration not to exceed Two Thousand, Five Hundred Dollars (\$2,500.00), from
5 the Gross Settlement Amount will be filed. Any portion of the requested Plaintiff's Counsel
6 Award that is not awarded to Plaintiff's Counsel shall be part of the Net Settlement Amount and
7 shall be distributed to the LWDA and the Aggrieved Employees as provided in this Agreement.
8 The Settlement Administrator shall distribute and pay the Plaintiff's Counsel Award to
9 Plaintiff's Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days
10 after the Funding Date. Plaintiff's Counsel shall be solely and legally responsible to pay all
11 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator
12 shall issue an IRS Form 1099 — MISC to Plaintiff's Counsel for the payments made pursuant
13 to this paragraph. In the event that the Court reduces or does not approve the requested Plaintiff's
14 Counsel Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the
15 Settlement, or to appeal such order, and the Settlement will remain binding.

16 h) Settlement Administration Costs. The Settlement Administrator shall be
17 paid for the costs of administration of the Settlement from the Gross Settlement Amount. The
18 estimate of the Settlement Administration Costs is \$2,500.00. The Settlement Administrator
19 shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after
20 the Funding Date.

21 **10. Approval Motion.** Plaintiff's Counsel and Plaintiff shall draft and file with the
22 Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement.

23 **11. Notice of Settlement to LWDA.** In connection with the Motion for Settlement
24 Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to California
25 Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of
26 the judgment or order approving this Settlement, submit the order approving the Settlement to
27 the LWDA pursuant to California Labor Code section 2699(1)(3).
28

1 **12. Review of Motion for Settlement Approval.** Plaintiff's Counsel will provide an
2 opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including
3 the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement
4 before filing with the Court. The Parties and their counsel will cooperate with each other and
5 use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement,
6 and entry of Judgment.

7 **13. Cooperation.** The Parties and their counsel will cooperate with each other and
8 use their best efforts to implement the Settlement.

9 **14. Interim Stay of Proceedings.** The Parties agree to stay all proceedings in the
10 Actions, except such proceedings necessary to implement and complete the Settlement.

11 **15. Amendment or Modification.** This Agreement may be amended or modified
12 only by a written instrument signed by counsel for all Parties or their successors-in-interest.

13 **16. Entire Agreement.** This Agreement and any attached Exhibits, provided,
14 however, that the individual settlement agreement between Plaintiff and Defendant remains in
15 full force and effect with regard to any disputes not settled and resolved in this Agreement,
16 constitute the entire Agreement among these Parties, and no oral or written representations,
17 warranties or inducements have been made to any Party concerning this Agreement or its
18 Exhibits other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibits.

20 **17. Authorization to Enter into Settlement Agreement.** Counsel for all Parties
21 warrant and represent they are expressly authorized by the Parties whom they represent to
22 negotiate this Agreement and to take all appropriate action required or permitted to be taken by
23 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
24 documents required to effectuate the terms of this Agreement. The persons signing this
25 Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this
26 Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to
27 sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this
28 Settlement to a third-party.

1 **18. No Right of Aggrieved Employees to Object or Opt-Out.** The Parties agree
2 there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude
3 himself or herself from the Settlement. Except as otherwise stated, the Parties will vigorously
4 defend against any attempt by any Aggrieved Employee or by any entity or agency to intervene
5 in this matter or object to/opt-out of this settlement. The Parties further agree there is no right
6 or opportunity for any Aggrieved Employee to appeal the approval of the Settlement by the
7 Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

8 **19. Limited Disclosure:** The Plaintiffs/PAGA Representatives and PAGA Counsel
9 will not make any public disclosure of the Settlement or Memorandum of Understanding other
10 than to seek approval from the Court of the Settlement. PAGA Counsel will take all steps
11 necessary to ensure the Plaintiffs/PAGA Representatives are aware of and will encourage the
12 Plaintiffs/PAGA Representatives to adhere to, the restriction against any public disclosure of
13 the Settlement the contents of the Memorandum of Understanding or long form settlement
14 documents until after the Settlement is approved by the Court. Following approval of the
15 Settlement, the Plaintiffs/PAGA Representatives and PAGA Counsel will not have any
16 communications with the media other than to direct the media to the public records of the actions
17 on file with the Court. PAGA Counsel will take all steps necessary to ensure the
18 Plaintiffs/PAGA Representatives are aware of, and will encourage the Plaintiffs/PAGA
19 Representatives to adhere to, the restriction against any media comment on the Settlement and
20 its terms. PAGA Counsel further agree to not use the Settlement of these Actions or any of its
21 terms for any marketing purposes or on their websites.

22 **20. Binding on Successors and Assigns.** This Agreement shall be binding upon, and
23 inure to the benefit of, the successors or assigns of the Parties, as previously defined.

24 **21. California Law Governs.** All terms of this Agreement and the Exhibits and any
25 disputes shall be governed by and interpreted according to the laws of the State of California.

26 **22. Counterparts.** This Agreement may be executed in one or more counterparts. All
27 executed counterparts and each of them shall be deemed to be one and the same instrument
28

1 provided that counsel for the Parties to this Agreement shall exchange among themselves copies
2 or originals of the signed counterparts.

3 **23. This Settlement Is Fair, Adequate and Reasonable.** The Parties believe this
4 Settlement is a fair, adequate and reasonable settlement of these Actions and have arrived at this
5 Settlement after extensive, non-collusive arms-length negotiations, taking into account all
6 relevant factors, present and potential.

7 **24. Jurisdiction of the Court.** The Parties agree that the Court shall retain jurisdiction
8 with respect to the interpretation, implementation and enforcement of the terms of this
9 Agreement and all orders and judgments entered in connection therewith, and the Parties and
10 their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing
11 and enforcing the settlement and all orders and judgments entered in connection with this
12 Agreement. Should either Party be required to enforce the terms of this Settlement, the
13 prevailing party shall be entitled to recover reasonable attorneys' fees and costs upon noticed
14 motion. The Parties intended this Agreement to be binding and enforceable, pursuant to Code
15 of Civil Procedure § 664.6.

16 **25. Invalidity of Any Provision.** Before declaring any provision of this Agreement
17 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible
18 consistent with applicable precedents so as to define all provisions of this Agreement valid and
19 enforceable.

20 **26. No Admissions by the Parties.** Plaintiff has claimed and continues to claim that
21 the Released PAGA Claims have merit and give rise to liability on the part of Defendant.
22 Defendant claims that the Released PAGA Claims have no merit and do not give rise to liability.
23 This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and
24 no documents referred to and no action taken to carry out this Agreement may be construed or
25 used as an admission by or against the Defendant or Plaintiff or Plaintiff's Counsel as to the
26 merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein,
27 each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.
28

27. **Plaintiff's Individual Settlement.** Plaintiff is entering into a separate, confidential, individual settlement agreement, which shall provide for an individual settlement payment to Plaintiff in exchange for a broad release, including a waiver of Civil Code section 1542 by Plaintiff. The release, waiver and discharge of all claims, includes, but will not be limited to, Plaintiff's claims in the Action for alleged violations of the California Fair Employment and Housing Act. The Individual Settlement Agreement shall be confidential, but may be submitted to the Court for an in-camera review for purposes of approval of this Settlement.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

Dated: January 26, 2023

MARIA ELENA CAMPOS

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

Dated: January 26, 2023

JOSE ASCENSION TREJO, individually and dba
TACOS EL PARIENTE and TACOS EL PARIENTE #2

IT IS SO AGREED AS TO FORM BY COUNSEL:

Dated: January 26, 2023

FITZPATRICK & SWANSTON

By: /s/ B. James Fitzpatrick

B. James Fitzpatrick
Attorneys for Plaintiff,
Maria Elena Campos

Dated: January 26, 2023

JRG ATTORNEYS AT LAW

By: /s/ Anaïs Mora

Stephan A. Barber
Anais Mora
Attorneys for Defendants

1 **27. Plaintiff's Individual Settlement.** Plaintiff is entering into a separate,
2 confidential, individual settlement agreement, which shall provide for an individual settlement
3 payment to Plaintiff in exchange for a broad release, including a waiver of Civil Code section
4 1542 by Plaintiff. The release, waiver and discharge of all claims, includes, but will not be
5 limited to, Plaintiff's claims in the Action for alleged violations of the California Fair
6 Employment and Housing Act. The Individual Settlement Agreement shall be confidential, but
7 may be submitted to the Court for an in-camera review for purposes of approval of this
8 Settlement.

9 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

10 Dated: January 26, 2023

11 _____
12 MARIA ELENA CAMPOS

13 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

14 Dated: January 26, 2023

15 Jose A Trejo
16 JOSE ASCENSION TREJO, individually and dba
TACOS EL PARIENTE and TACOS EL PARIENTE #2

17 IT IS SO AGREED AS TO FORM BY COUNSEL:

18 Dated: January 26, 2023

FITZPATRICK & SWANSTON

19
20 By: /s/ B. James Fitzpatrick

21 B. James Fitzpatrick
22 Attorneys for Plaintiff,
Maria Elena Campos

23 Dated: January 26, 2023

JRG ATTORNEYS AT LAW

24
25 By: /s/ Anais Mora

26 Stephan A. Barber
27 Anais Mora
28 Attorneys for Defendants