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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

YASMINE RAMIREZ BARAHONA,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

CARL'S JR. 800 INC., a California
corporation; BJ MART, LLC, an unknown
business entity; BR MART, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Lead Case No.: 21STCV20100
Related to Case No.: 21STCV33550

Honorable Elihu M. Berle
Department SSC6

CLASS ACTION

**DECLARATION OF YASMIN HOSSEINI
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Yasmine
Ramirez Barahona); and [Proposed] Order filed
concurrently herewith]

Date: September 26, 2023
Time: 10:00 a.m.
Department: SSC6

Complaint Filed: May 27, 2021
Trial Date: None Set

DECLARATION OF YASMIN HOSSEINI

I, Yasmin Hosseini, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. The firm has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiff in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. From approximately December 2004 to approximately August 2008, he was employed
9 by a prominent plaintiff-side law firm. At the prominent plaintiff-side law firm, his practice
10 focused on class actions and other complex cases involving toxic torts and products liability. In
11 addition, he gained substantial experience on cases involving insurance bad faith, premises
12 liability, and medical negligence. While employed by the prominent plaintiff-side law firm, he
13 argued approximately one hundred (100) motions, took or defended approximately one hundred
14 fifty (150) depositions, and prepared dozens of expert witnesses for deposition or trial. Since in
15 or around October of 2008, through his work at Lawyers *for* Justice, PC, he has almost exclusively
16 focused on the prosecution of consumer and employment class actions, involving wage-and-hour
17 claims, race discrimination, unfair business practices, or consumer fraud. While employed by
18 Lawyers *for* Justice PC, he has argued over one hundred (100) motions, taken or defended over
19 one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial,
20 and attended over one hundred seventy-five (175) mediations. Together with other attorneys at
21 the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases
22 involving the executive, administrative, and other overtime exemptions to the State of California
23 and federal overtime compensation requirements. Under his supervision, Lawyers *for* Justice, PC
24 has successfully obtained class certification by contested motion practice in approximately fifteen
25 (15) cases in the last decade, and litigated over 1,000 class action or representative action cases.

26 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
27 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
28 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.

1 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
2 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
3 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
4 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
5 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
6 of the State of California and all United States District Courts in the State of California. He has
7 worked on many wage-and-hour class action and representative action cases, taking the lead in
8 taking and defending depositions, arguing motions, and attending mediations. He has played an
9 integral role in preparing matters for class certification, including and not limited to, successful
10 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
11 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
12 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
13 RG13680477). He has worked on over one hundred (100) class action or representative action
14 cases which have resulted in settlement, including, but not limited to, those listed in paragraph 7
15 herein.

16 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
17 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
18 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
19 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
20 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
21 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
22 Court. She has taken and defended dozens of depositions and successfully handled motion practice
23 in class action cases regarding discovery (including and not limited to, regarding class contact
24 information), class certification (both contested class certification and stipulated class
25 certification), arbitration agreements, coordination, intervention. She has successfully handled
26 briefing and oral argument on appeal, and obtained notable decisions regarding the Private
27 Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential*
28 *Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017),

cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwarzian, and Arby Aiwarzian’s supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from University of California, Santa Barbara in 2013 and earned my Juris Doctor degree from Pepperdine University School of Law in 2017. I was admitted to practice law in California in 2019. I am admitted to practice before all courts of the State of California and all federal district courts in the State of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I represented filmmakers and talent, negotiating and structuring various types of agreements on their behalf. I am a member of the California Employment Lawyers Association, Beverly Hills Bar Association, and Iranian American Bar Association.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various “manager” positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification of
11 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28

1 September 16, 2014, the court granted plaintiff's motion for class certification. The Los Angeles
2 County Superior Court Case Number is BC478769.

3 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 wage-and-hour class and PAGA representative action against a national retailer of household
5 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
6 final approval of the class and PAGA representative action settlement. The San Francisco County
7 Superior Court Case Number is CGC-13-532344.

8 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
10 residential "Property Manager" position. On September 17, 2015, the court granted plaintiff's
11 motion for class certification. On October 20, 2017, the court granted final approval of the class
12 and PAGA representative action settlement. The Los Angeles County Superior Court Case
13 Number is BC474784.

14 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a national retailer of upscale
16 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
17 granted final approval of the class and PAGA representative action settlement. The Los Angeles
18 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
19 Coordination Proceeding Number is 4794.

20 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
22 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action
23 settlement. The Los Angeles County Superior Court Case Number is BC488069.

24 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
25 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
26 involving allegations of misclassification of the "Department Manager" position. On August 12,
27 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On
28

1 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
2 County Superior Court Case Number is RG13680477.

3 m) LFJ represented the plaintiff in a PAGA representative action against a real
4 estate and property management company, on behalf of non-exempt employees. On November 4,
5 2016, the court granted approval of the PAGA representative action settlement. The Orange
6 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

7 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
8 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
9 exempt employees. On November 18, 2016, the court granted final approval of the class and
10 PAGA representative action settlement. The San Francisco County Superior Court Case Number
11 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

12 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
13 representative action against a foodservice distributor, on behalf of non-exempt employees. On
14 January 26, 2017, the court granted final approval of the class and PAGA representative action
15 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

16 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
17 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
18 employer's motion to compel arbitration, which resulted in a published opinion by the California
19 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
20 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court
21 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
22 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

23 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a consumer packaging company, on
25 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
26 and PAGA representative action settlement. The Los Angeles County Superior Court Case
27 Number is BC590429.

1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company on
8 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
9 and PAGA representative action settlement. The Orange County Superior Court Case Number is
10 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement. The
19 Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
23 The Alameda County Superior Court Case Number is RG15764300.

24 w) LFJ represented the plaintiff in a PAGA representative action, against the
25 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
26 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
27 Los Angeles County Superior Court Case Number is BC569664.
28

1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
24 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
25 County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior Court
7 Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt employees.
15 On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and
16 certified a class. The Alameda County Superior Court Case Number is RG15757606 and the
17 Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
25 wage-and-hour class and PAGA representative action against a medical equipment supplier on
26 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
27 for class certification and certified a class. The San Bernardino County Superior Court Case
28 Number is CIVDS1505744.

1 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
2 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
3 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
4 notable decision from the California Supreme Court clarifying the law and finding, in part, that
5 employer arbitration agreements are unenforceable where they block a PAGA claim from
6 proceeding, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court
7 granted approval of the PAGA representative action settlement. The San Diego County Superior
8 Court Case Number is 34-2015-00175330.

9 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a large national drug testing
11 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
12 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
13 granted final approval of the class and PAGA representative action settlement. The San Diego
14 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

15 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
17 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
18 court granted in part the plaintiff's motion for class certification and certified a class. The
19 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
20 Judicial Council Coordination Proceeding Number is 4930.

21 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against manufacturer and supplier of power products and services on
23 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
24 for class certification and certified a class. On August 27, 2021, the court granted final approval
25 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
26 00025968-CU-OE-CTL.

27 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
28 nutritional products manufacturer on behalf of non-exempt production line employees. On

December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

THE SETTLEMENT AND SUMMARY OF WORK PERFORMED

8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and between Plaintiff, on the one hand, and Defendants Carl's Jr. 800 Inc., Carl's Jr. 7140 Inc., BJ Mart, LLC, BR mart, Inc., Jasper Rodd, and Behnam Rodd (together, "Defendants"), on the other hand (collectively, the "Parties"). Defendants represent that that BJ Mart, LLC ceased to exist at some point during the Class Period and was replaced with Carl's Jr. 7140, Inc. for the South Bay location. The Parties and their counsel have approved the proposed Notice of Class Action Settlement ("Class Notice"), which is attached to the Settlement Agreement as "**EXHIBIT A**" and respectfully request that the Court approve it as well.

9. The effectiveness of Lawyers for Justice, PC ("Class Counsel") in prosecuting this matter has translated into tangible monetary benefits for the Class Members in the following respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting additional years for the same, or possibly worse, result; (2) a guaranteed result that compares favorably with other complex wage and hour class action settlements of similar type given the strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs that would have only increased significantly had the cases progressed through certification, trial, and/or appeals.

10. Class Counsel have litigated the matters for over two (2) years and was actively preparing the matter for class certification and trial. The Parties engaged in extensive settlement negotiations and participated in a formal, full-day mediation conducted by Donna D. Melby, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. In

1 the course of the litigation and in connection with the mediation and settlement discussions, the
2 Parties exchanged class information and engaged in extensive discussions regarding their
3 evaluations of the case and various aspects of the case, including but not limited to, Defendant's
4 financial condition, the risks and delays of further litigation, the risks to the Parties of proceeding
5 with class certification and/or representative adjudication, the law relating to off-the-clock theory,
6 meal and rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as
7 well as the evidence produced and analyzed, and the possibility of appeals, among other things.
8 During all settlement discussions, the Parties conducted their negotiations at arm's length in an
9 adversarial position. Arriving at a settlement that was acceptable to all Parties was not easy.
10 Defendants and their counsel felt strongly about their ability to prevail on the merits and at
11 certification, and Plaintiff and Class Counsel believed that they would be able to obtain class
12 certification and prevail at trial. After conducting investigations, formal and informal discovery,
13 and exchange of information, extensive settlement negotiations, and with the aid of the mediator's
14 evaluations, the Parties have agreed that the matter is well-suited for settlement given the legal
15 issues relating to Plaintiff's principal claims, as well as the costs and risks to both sides that would
16 attend further litigation. The Settlement is a fair, reasonable, and adequate resolution of the
17 Released Class Claims of Plaintiff and Settlement Class Members and of the Released PAGA
18 Claims of Plaintiff, Aggrieved Employees, and the State of California, against the Released
19 Parties.

20 11. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
21 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
22 conducted significant investigation and formal and informal discovery regarding the facts of the
23 case, including and not limited to, the exchange, review, and analysis of thousands of pages of
24 documents and data obtained from Defendants, Plaintiff, and other sources. The volume of data
25 and documents that Class Counsel reviewed and analyzed included and was not limited to:
26 employment records of Plaintiff, earning statements, payroll reports, company policy
27 acknowledgements (Statement of Understanding), internal memoranda, operations and
28 employment practices, forms (including but not limited to Employee Declaration of Paid Wages

1 and Well Being), procedures, and policies (including but not limited to Cashier Policy and
2 Procedures), among other information and documents. Class Counsel had the opportunity to
3 interview Plaintiff and other Class Members to gather facts and to identify potential witnesses.
4 Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues
5 relating to the pleadings, discovery, and the production of documents and data prior to the
6 mediation. Class Counsel also drafted pleadings and mediation brief and prepared for and attended
7 court proceedings, mediation, and settlement negotiations, among other tasks.

8 12. Counsel for the Parties have also invested time researching and investigating the
9 applicable law, which is constantly evolving as it relates to certification, representative PAGA
10 claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff's claims
11 and damages, and Defendants' defenses thereto, as well as facts discovered. Based on Class
12 Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

13 13. The Settlement provides for a Total Settlement Amount of Four Hundred Thirty-
14 Two Thousand Five Hundred Dollars (\$432,500.00). The Net Settlement Amount is the Total
15 Settlement Amount less the following amounts subject to approval by the Court: Attorneys' Fees
16 and Costs to Class Counsel, Enhancement Award to Plaintiff, Settlement Administration Costs to
17 Settlement Administrator, and the PAGA Penalty Amount allocated to penalties under PAGA.
18 Assuming that the amounts allocated under the Settlement toward these payments are awarded by
19 the Court, the Net Settlement Amount is currently estimated to be One Hundred Fifty-Four
20 Thousand One Hundred Twenty-Five Dollars (\$154,125.00). The Total Settlement Amount will
21 be fully distributed in accordance with the terms of the Settlement and there is no reversion to
22 Defendants.

23 14. The Parties have agreed to retain Simpluris Inc. ("Simpluris" or "Settlement
24 Administrator") to handle the notice and settlement administration. The Parties respectfully
25 request that the Court appoint Simpluris to handle these procedures and serve as the Settlement
26 Administrator. Defendants will provide the Settlement Administrator with a list of Class Members
27 that Defendants will compile from its records, which will include each Class Member's and
28 Aggrieved Employees' full name, last known mailing address, Social Security Number, dates

1 worked for Defendants during the Class Period and, if applicable, during the PAGA Period, and
2 dates worked for Defendants during the period May 27, 2017 to the date of Preliminary Approval
3 and such other information and data as necessary for the Settlement Administrator to
4 independently calculate the Workweeks (collectively, “Class List”), and the Settlement
5 Administrator will calculate each Settlement Class Member’s estimated *pro rata* share of the Net
6 Settlement Amount (“Individual Settlement Share”) and each Aggrieved Employee’s *pro rata*
7 share of the 25% portion of the PAGA Penalty Amount (“Individual PAGA Payment”). The
8 Settlement Administrator’s duties will include: translating the Class Notice into Spanish, printing,
9 distributing, and tracking Class Notices and other documents for this settlement, calculating and
10 distributing payments due under the Settlement issuing of 1099 and W-2 IRS Forms and all
11 required tax reporting, filings, withholdings, and remittances, providing necessary reports and
12 declarations, and other duties and responsibilities set forth in the Settlement. Settlement
13 Administration Costs are currently estimated not to exceed Ten Thousand Dollars (\$10,000.00)
14 and will be paid out of the Total Settlement Amount, subject to approval of the Court.

15 15. Based on investigation and information discovered, Class Counsel believes that
16 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
17 that Defendants, with respect to Plaintiff, Class Members, and Aggrieved Employees, *inter alia*,
18 failed to properly pay overtime and minimum wages and associated premium pay, failed to provide
19 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
20 during employment and upon termination of employment, failed to provide compliant wage
21 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
22 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
23 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
24 sections 2698, et seq.). Plaintiff also asserted that Class Members were expected to perform similar
25 job duties and were subject to the same or similar operations and employment policies, practices,
26 and procedures. Additionally, Plaintiff asserted that Defendants’ recordkeeping practices with
27 respect to Plaintiff, Class Members, and Aggrieved Employees were substantially the same during
28 the time period at issue. As a result, Plaintiff claims that the Class Members and Aggrieved

1 Employees, were uniformly not paid all of the compensation that was owed to them by Defendants.
2 Thus, in Class Counsel's view, it is clear that the outcome of this litigation would be determined
3 by Defendants' uniform operations and employment practices, policies, and procedures that
4 Plaintiff alleges applied across its hourly-paid or non-exempt employees in California during the
5 relevant time period.

6 16. Class Counsel are aware of the defenses and position of Defendants, but believe that
7 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
8 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
9 and the difficulties and delays inherent in such litigation, including those involved in class
10 certification and/or representative adjudication. Plaintiff and Class Counsel further recognize the
11 burdens of proof necessary to establish liability for the claims asserted in the lawsuits, Defendants'
12 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiff and Class
13 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
14 mediator, who is experienced and well-regarded in complex labor and employment matters.

15 17. Defendants, on the other hand, denied and continues to deny any liability and
16 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that
17 the lawsuit are appropriate for class treatment or representative adjudication for any purpose other
18 than this Settlement. Defendants believe that it would ultimately succeed in the matter. Both sides
19 have also had the opportunity to interview witnesses and review documents and information
20 relating to Plaintiff's, Class Members', and Aggrieved Employees' employment with Defendants,
21 and Defendants' operations and employment policies, practices, and procedures. The Parties also
22 reviewed and analyzed thousands of pages of documents and data, including but not limited to
23 Class Members' time and pay information, to determine the potential value and strength of the
24 claims. The available information enabled Class Counsel to assess and value the potential claims
25 and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have
26 conducted adequate investigation and discovery to be sufficiently informed of the nature and
27 extent of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for
28 its fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and

1 weaknesses of each side's position and the uncertainty of how the cases might have concluded at
2 certification, trial, and/or appeals.

3 18. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
4 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
5 (i.e., \$151,375.00) and expenses and costs in an amount not to exceed Thirty-Three Thousand
6 (\$33,000.00) which will be paid out of the Total Settlement Amount, subject to approval by the
7 Court. It should be noted that Class Counsel have borne all of the risks and costs of litigation and
8 will not receive any compensation until recovery is obtained.

9 19. The Settlement Agreement provides for payment of up to Nine Thousand Dollars
10 (\$9,000.00) to Plaintiff as an Enhancement Award, to be paid out of the Total Settlement Amount
11 subject to approval by the Court. Plaintiff spent considerable time and effort to produce relevant
12 documents and past employment records and to provide the facts and evidence necessary to
13 attempt to prove the allegations. Plaintiff was available whenever Class Counsel needed her and
14 actively tried to obtain information that would benefit the Settlement Class. Accordingly, it is
15 appropriate and just for Plaintiff to receive an Enhancement Award, in addition to her individual
16 settlement payment, for her services on behalf of the Settlement Class, Aggrieved Employees, and
17 the State of California.

18 20. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
19 in the best interest of Plaintiff, the Settlement Class, and the State of California. Class Counsel
20 further submits that the Settlement is within an acceptable range of recovery for this type of
21 litigation given the strengths and weaknesses of the cases, the inherent costs and risks of further
22 litigation, and the costs and risks associated with class certification, representative adjudication,
23 trial, and/or appeals.

24 I declare under penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct.

26 Executed on this 10 day of August 2023, at Glendale, California.

27 

28

Yasmin Hosseini

EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Yasmine Ramirez Barahona
4 a/k/a Jasmine Ramirez (“Plaintiff” or “Class Representative”), on behalf of all others similarly situated
5 and the State of California with respect to aggrieved employees, and Defendants Carl’s Jr. 800 Inc.,
6 Carl’s Jr. 7140 Inc.¹, BJ Mart, LLC, BR Mart, Inc., Jasper Rodd, and Behnam Rodd (together,
7 “Defendants”) (and collectively with Plaintiff, the “Parties” and individually referred to as “Party”).

8 This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined
9 herein), and the State of California with respect the Aggrieved Employees (as defined below), and on
10 Defendants, subject to the terms and conditions hereof and the approval of the Court.

11 **RECITALS**

12 1. On May 27, 2021, Plaintiff filed a Class Action Complaint for Damages (the “*Barahona*
13 *Class Complaint*”) against Defendants in the Superior Court of California for the County of Los Angeles,
14 Case No. 21STCV20100 (“*Barahona Class Action*”), alleging causes of action for violation of (1)
15 California Labor Code §§ 510 and 1198 (Failure to Pay Overtime), (2) California Labor Code §§ 226.7
16 and 512(a) (Failure to Provide Compliant Meal Periods and Associated Premiums), (3) California Labor
17 Code § 226.7 (Failure to Provide Compliant Rest Periods and Associated Premiums), (4) California Labor
18 Code §§ 1194, 1197 and 1197.1 (Failure to Pay Minimum Wages), (5) California Labor Code §§ 201 and
19 202 (Failure to Timely Pay Final Wages), (6) California Labor Code § 204 (Failure to Timely Pay Wages
20 During Employment), (7) California Labor Code § 226(a) (Failure to Provide Compliant Wage
21 Statements), (8) California Labor Code § 1174(d) (Failure to Keep Requisite Payroll Records), (9)
22 California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses), and (10) California
23 Business & Professions Code § 17200, *et seq.*

24 2. On July 7, 2021, Plaintiff provided written notice to the California Labor & Workforce
25 Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code
26 that Defendants violated. On September 10, 2021, Plaintiff filed a Complaint for Enforcement Under the
27 Private Attorneys General Act against Defendants, in Los Angeles County Superior Court, Case No.

28 ¹ Plaintiff will file a DOE amendment prior to preliminary approval adding Carl’s Jr. 7140, Inc.

21STCV33550 (“*Ramirez* PAGA Action”), alleging a single cause of action for civil penalties pursuant to the Private Attorneys General Act (“PAGA”), on behalf of the State of California in connection with herself and aggrieved employees.

3. On January 5, 2022, Defendants filed a Notice of Related Case and on January 6, 2022, the *Barahona* Class Action and the *Ramirez* PAGA Action were deemed related in Los Angeles County Superior Court, with the *Barahona* Class Action being the lead case (together, the *Barahona* Class Action and *Ramirez* PAGA Action are referred to as “Actions”).

4. Defendants deny all material allegations set forth in the Actions, defined below, and have asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation, Defendants desire to fully and finally settle the Actions and Released Class Claims and Released PAGA Claims (as defined herein).

5. Class Counsel diligently investigated the allegations asserted in the Actions and evaluated the claims against Defendants, including any and all applicable defenses and the applicable law. The investigation included, *inter alia*, the exchange of information, data, and documents, and review of numerous corporate policies and practices.

6. On June 22, 2022, the Parties participated in an all-day mediation with Donna D. Melby, Esq., (the “Mediator”), a respected mediator of complex wage and hour actions. Eventually, after continued settlement negotiations and with the assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The settlement discussions were conducted at arm’s-length, and the settlement is the result of an informed and detailed analysis of Defendants’ potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on the documents produced, as well as Class Counsel’s own independent investigation and evaluation, Class Counsel believe that the settlement with Defendants for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members, the State of California, and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendants.

7. The Parties expressly acknowledge that this Settlement Agreement is entered into solely

1 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
2 of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved,
3 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

4 **DEFINITIONS**

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

7 a. “Aggrieved Employees” means all current and former hourly-paid or non-exempt
8 employees of Defendants in California employed between January 11, 2020 through the date of
9 Preliminary Approval.

10 b. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for
11 Class Counsel’s litigation and resolution of the Actions and all actual costs incurred and to be incurred
12 by Class Counsel in the Actions, as set forth in Paragraph 12 below.

13 c. “Class Counsel” means Arby Aiwazian, Joanna Ghosh, and Yasmin Hosseini of
14 Lawyers *for* Justice, PC.

15 d. “Class List” means a complete list of all Class Members and Aggrieved
16 Employees that Defendants will diligently and in good faith compile from their records and provide to
17 the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel
18 spreadsheet and will include each Class Member’s and Aggrieved Employee’s full name, last known
19 mailing address, Social Security Number, dates worked for Defendants during the Class Period and, if
20 applicable, during the PAGA Period, and dates worked for Defendants during the period May 27, 2017
21 to the date of preliminary approval and such other information and data as necessary for the Settlement
22 Administrator to independently calculate the Workweeks (as defined below).

23 e. “Class Member(s)” or “Settlement Class” mean all current and former hourly-paid
24 or non-exempt employees of Defendants in California employed between May 27, 2017 through the date
25 of Preliminary Approval.

26 f. “Class Notice” means the Notice of Class Action Settlement, substantially in the
27 form attached as “**Exhibit A.**”

28 g. “Class Period” means the time period from May 27, 2017 through the date of

1 Preliminary Approval.

2 h. “Class Representative” or “Plaintiff” mean Yasmine Ramirez Barahona a/k/a
3 Jasmine Ramirez.

4 i. “Class Settlement” means the settlement and release of the Released Class
5 Claims.

6 j. “Court” means the Superior Court of the State of California, County of Los
7 Angeles.

8 k. “Defendants” mean Carl’s Jr. 800 Inc., Carl’s Jr. 7140 Inc., BJ Mart, LLC, BR
9 Mart, Inc., Jasper Rodd, and Behnam Rodd.

10 l. “Defendants’ Counsel” means Ophir J. Bitton of Bitton & Associates.

11 m. “Effective Date” means the date when all of the following events have occurred:
12 (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel;
13 (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to
14 the Class Members and Aggrieved Employees, providing them with an opportunity to object to the terms
15 of the Class Settlement or opt out of the Class Settlement; (4) the Court has held a Final Approval
16 Hearing and entered a Final Approval Order and Judgment; and (5) the later of the following events:
17 five (5) business days after the period for filing any appeal, writ, or other appellate proceeding opposing
18 the Court’s Final Approval Order and Judgment has elapsed without any appeal, writ, or other appellate
19 proceeding having been filed; or, if any appeal, writ, or other appellate proceeding opposing the Court’s
20 Final Approval Order and Judgment has been filed, five (5) business days after any appeal, writ, or other
21 appellate proceedings opposing the Settlement has been finally and conclusively dismissed with no right
22 to pursue further remedies or relief.

23 n. “Enhancement Award” means the amount to be paid to Plaintiff Yasmine Ramirez
24 Barahona a/k/a Jasmine Ramirez in recognition of her efforts and work in prosecuting the Actions, as
25 set forth in Paragraph 13 below.

26 o. “Final Approval” means the determination by the Court that the Settlement is
27 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

28 p. “Final Approval Hearing” means the hearing at which the Court will consider and

determine whether the Settlement should be granted Final Approval.

q. “Final Approval Order and Judgment” means the order or orders entered by the Court that, *inter alia*, finally approve(s) this Agreement and the Settlement, disposes of all issues raised in the Action by way of judgment in conformity with California Rules of Court Rule 3.769, and awards and orders the payment of all required amounts pursuant to the terms of this Agreement.

r. “Individual PAGA Payment” means the *pro rata* share of the 25% portion of the PAGA Penalty Amount that an Aggrieved Employee is eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 16.b.

s. “Individual Settlement Payment” means the net payment of each Settlement Class Member’s Individual Settlement Share, after reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share, as provided in Paragraph 27 below.

t. “Individual Settlement Share” means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be calculated in accordance with Paragraph 16.a.

u. “LWDA Payment” means the amount that the Parties have agreed to pay to the LWDA for its seventy-five percent (75%) share of the PAGA Penalty Amount, as set forth in Paragraph 15.

v. “Net Settlement Amount” means the portion of the Total Settlement Amount that is available for distribution to Settlement Class Members for the Class Settlement, which is the Total Settlement Amount less the Court-approved Enhancement Award, Settlement Administration Costs, PAGA Penalty Amount, and Attorneys’ Fees and Costs, as defined herein.

w. “Notice of Objection” means a Class Member’s written objection to the Class Settlement, which must: (a) be signed by the Class Member; (b) contain the case name and number of the *Barahona* Class Action; (c) contain the Class Member’s full name, telephone number, mailing address, and last four digits of their Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) indicate whether the Class Member is represented by counsel and identify said counsel; and (f) indicate whether the Class Member intends to appear at the Final

Approval Hearing and seeks to be heard at the Final Approval Hearing.

x. “PAGA Penalty Amount” means the amount of Seventy-Five Thousand Dollars (\$75,000.00) which the Parties have agreed to allocate for civil penalties pursuant to PAGA. The Parties have agreed that the PAGA Penalty Amount will be paid out of the Total Settlement Amount. Pursuant to PAGA, seventy-five percent (75%), or \$56,250.00, will be paid to the LWDA and twenty-five percent (25%), or \$18,750.00, of the PAGA Penalty Amount will be distributed to Aggrieved Employees, in accordance with Paragraph 16.b.

y. “PAGA Period” means the period from January 11, 2020 through the date of Preliminary Approval.

z. “PAGA Settlement” means the settlement and release of the Released PAGA Claims.

aa. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either Plaintiff or Defendants.

bb. “Preliminary Approval” means entry of the Court order granting preliminary approval of the Settlement Agreement.

cc. “Preliminary Approval Order” means the order entered by the Court that preliminarily approves the terms and conditions of this Agreement, including the content of the Class Notice, and set a Final Approval Hearing.

dd. “Ramirez PAGA Notice” means the July 7, 2021 letter Plaintiff sent to the LWDA and Defendants, providing written notice of her intent to seek civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 5-2001.

ee. “Released Class Claims” means any and all claims under state, federal, or local law, arising out of the facts alleged in the Actions, arising during the Class Period, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare

Commission Wage Orders (including *inter alia*, Wage Orders Nos. 4-2001 and 5-2001), regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California’s unfair competition law.

ff. “Released PAGA Claims” means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.), arising out of the facts alleged in the Ramirez PAGA Notice, arising during the PAGA Period, which were claimed or could have been claimed including, but not limited to, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California Industrial Welfare Commission Wage Orders Nos. 4-2001 and 5-2001 for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

gg. “Released Parties” means Defendants, and all of its present and former parent companies, subsidiaries, and divisions, and their shareholders, directors, officers, agents, employees, attorneys, insurers, successors, and assigns.

hh. “Request for Exclusion” means a Class Member’s written letter indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the *Barahona* Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

ii. “Response Deadline” means the deadline by which Class Members must submit a

1 Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which
2 shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the
3 Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the
4 Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The
5 Response Deadline may also be extended by express agreement between Class Counsel and Defendants’
6 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
7 extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the
8 Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days from the
9 original deadline.

10 jj. “Settlement Administrator” means Simpluris, Inc. or any other third-party class
11 action settlement administrator agreed to by the Parties and approved by the Court for purposes of
12 administering this settlement. The Parties and their counsel each represent that they do not have any
13 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement
14 Administrator that could create a conflict of interest.

15 kk. “Settlement Administration Costs” means the costs payable from the Total
16 Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this
17 settlement, as set forth in Paragraph 14 below.

18 ll. “Settlement Class Members” means all Class Members who do not submit a timely
19 and valid Request for Exclusion from the Class Settlement.

20 mm. “Total Settlement Amount” or “TSA” means the amount of Four Hundred Fifty-
21 Seven Thousand Five Hundred Dollars and Zero Cents (\$432,500.00) to be paid by Defendants in full
22 resolution of all Released Class Claims, Released PAGA Claims, and the Actions, which includes all
23 Attorneys’ Fees and Costs, Enhancement Award, PAGA Penalty Amount, Net Settlement Amount to be
24 paid to the Settlement Class Members, and Settlement Administration Costs. The employer’s share of
25 taxes on the wages portion of Individual Settlement Shares will be paid by Defendants separately and in
26 addition to the Total Settlement Amount.

27 nn. “Workweeks” means the number of weeks each Class Member and/or Aggrieved
28 Employee worked for Defendants as an hourly-paid or non-exempt employee in California during the

1 Class Period and/or PAGA Period, which will be calculated by the Settlement Administrator based on
2 information provided by Defendants by way of the Class List.

3 **CLASS CERTIFICATION**

4 9. For the purposes of this settlement only, the Parties stipulate to the certification of the
5 Class.

6 10. The Parties agree that certification of the Class for the purpose of settlement is not an
7 admission that certification is proper under Section 382 of the California Code of Civil Procedure.
8 Should, for whatever reason, the Court not grant Final Approval, or if Judgment thereon not become
9 final, the Parties' stipulation to class certification as part of the Settlement shall become null and void
10 *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of
11 whether or not certification would be appropriate or inappropriate in a non-settlement context in this or
12 any other proceeding.

13 **TERMS OF AGREEMENT**

14 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
15 forth herein, the Parties agree, subject to the Court's approval, as follows:

16 11. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
17 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
18 to be paid by Defendants pursuant to the terms of the Settlement. Defendants will fund the Total
19 Settlement Amount by way of three (3) installments:

- 20 a. First Installment: Within thirty (30) calendar days of receipt of the Settlement
21 Administrator's accounting, Defendants will make a deposit of One Hundred
22 Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents
23 (\$144,166.67), into a settlement account to be established by the Settlement
24 Administrator ("First Installment");
- 25 b. Second Installment: Within seven (7) months after payment of the First
26 Installment, Defendants will make a second deposit of One Hundred Forty-Four
27 Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$144,166.67),
28 into a settlement account to be established by the Settlement Administrator

1 (“Second Installment”); and

2 c. Third Installment: Within seven (7) months after payment of the Second
3 Installment, Defendants will make the third and final deposit of One Hundred
4 Forty-Four Thousand One Hundred Sixty-Six Dollars and Sixty-Six Cents
5 (\$144,166.66), into a settlement account to be established by the Settlement
6 Administrator (“Third Installment”).

7 Within seven (7) calendar days of the full funding of the Total Settlement Amount, the Settlement
8 Administrator will issue payments due under the Settlement and approved by the Court, as follows: (a)
9 Individual Settlement Payments to Settlement Class Members; (b) Individual PAGA Payments to
10 Aggrieved Employees; (c) LWDA Payment to the LWDA; (d) Enhancement Award to Plaintiff; (e)
11 Attorneys’ Fees and Costs to Class Counsel; and (f) Settlement Administration Costs to the Settlement
12 Administrator. The Parties agree that this is a non-reversionary Settlement and that no portion of the
13 Total Settlement Amount shall revert to Defendants.

14 12. Attorneys’ Fees and Costs. Class Counsel will request and Defendants will not oppose
15 attorneys’ fees of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$151,375.00
16 if the Total Settlement Amount remains \$432,500.00) and reimbursement of actual costs and expenses
17 associated with Class Counsel’s litigation and settlement of the Actions, in an amount not to exceed
18 thirty-three thousand dollars (\$33,000.00) to Class Counsel, both of which will be paid from the Total
19 Settlement Amount subject to Court approval. These amounts will cover any and all work performed
20 and any and all costs incurred by Class Counsel in connection with the litigation of the Actions,
21 including without limitation all work performed and costs incurred to date, and all work to be performed
22 and all costs to be incurred in connection with obtaining the Court’s approval of this Settlement
23 Agreement, including any objections raised and any appeals necessitated by those objections. Class
24 Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax
25 purposes and for paying any taxes on the amounts received. With respect to the Attorneys’ Fees and
26 Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States
27 Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses
28 for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by

Class Counsel and shall not be included within the Settlement Administration Costs. Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members.

13. Enhancement Award. In recognition of her efforts and work in prosecuting the Actions, Defendants agree not to oppose or impede any application or motion for an Enhancement Award in an amount up to Nine Thousand Dollars and Zero Cents (\$9,000.00) to Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez. The Enhancement Award, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Award, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Award. Should the Court approve the Enhancement Award to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Enhancement Award will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

14. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments under the Settlement, which is currently estimated not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). These costs, which will be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating the Class Notice into Spanish, printing, distributing, and tracking Class Notices and other documents for this settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this settlement, and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the estimated amount stated herein, such excess amount will be

deducted from the Total Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to undertake the required settlement administration duties will be part of the Net Settlement Amount for the benefit of Settlement Class Members.

15. Labor and Workforce Development Agency Payment. Subject to approval by the Court, the Parties agree that the amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) from the Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent (75%), or \$56,250.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) or, \$18,750.00, will be payable to the Aggrieved Employees on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., Individual PAGA Payment).

16. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and Aggrieved Employees shall not be required to submit a claim in order to receive a share of the PAGA Penalty Amount, and no portion of the Total Settlement Amount shall revert to Defendant.

a. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Class Members' Workweeks, as follows:

i. After Preliminary Approval of the Settlement, the Settlement Administrator will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement.

ii. After Final Approval of the Settlement, the Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to yield the "Final Workweek Value," and multiply each Settlement Class Member's individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.

b. Individual PAGA Payments will be calculated and apportioned from the 25% of the PAGA Penalty Amount payable to Aggrieved Employees, based on the Aggrieved Employees'

1 Workweeks during the PAGA Period, as follows: the Settlement Administrator will divide 25% of the
2 PAGA Penalty Amount by the Workweeks of all Aggrieved Employees during the PAGA Period to yield
3 the “PAGA Workweek Value,” and multiply each Aggrieved Employee’s individual Workweeks during
4 the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment.

5 17. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
6 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
7 are issued to the payee. It is expressly understood and agreed that payments made under this settlement
8 shall not in any way entitle Plaintiff, Settlement Class Members, and/or Aggrieved Employees to
9 additional compensation or benefits under any new or additional compensation or benefits, or any bonus,
10 contest or other compensation or benefit plan or agreement in place during the Class Period, nor will it
11 entitle any Settlement Class Member and/or Aggrieved Employee to any increased retirement, 401K
12 benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary
13 language or agreement in any benefit or compensation plan document that might have been in effect
14 during the Class Period).

15 18. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
16 Defendants will provide the Class List to the Settlement Administrator.

17 19. Notice by First-Class U.S. Mail.

18 a. Within fourteen (14) calendar days after receiving the Class List from Defendants,
19 the Settlement Administrator will perform a search based on the National Change of Address Database
20 or any other similar services available, such as provided by Experian, for information to update and
21 correct for any known or identifiable address changes, and will mail a Class Notice (in the form attached
22 as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S. Mail, using the
23 most current, known mailing addresses identified by the Settlement Administrator.

24 b. With respect to Class Notices that are returned as undeliverable with a forwarding
25 address on or before the Response Deadline, the Settlement Administrator will re-mail the Class Notice
26 with five (5) calendar days.

27 c. With respect to Class Notices that are returned as undeliverable without a
28 forwarding address on or before the Response Deadline, the Settlement Administrator will search for an

1 alternate address by way of skip-trace and re-mail the Class Notice within five (5) calendar days.

2 20. Dispute Regarding Workweeks. Class Members and Aggrieved Employees will have an
3 opportunity to dispute the number of Workweeks to which they have been credited, as reflected in their
4 respective Class Notices. In order to dispute Workweeks, Class Members and/or Aggrieved Employees
5 may submit a written letter to the Settlement Administrator that: (a) contains the case name and number
6 of the *Barahona* Class Action, (b) is signed by the Class Member and/or Aggrieved Employee, (c)
7 contains the full name, address, telephone number, and the last four digits of the Social Security Number
8 of the disputing Class Member and/or Aggrieved Employee, (d) clearly states that the Class Member
9 and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or
10 she contends is the correct number to be credited to him or her, (e) includes information and/or attaches
11 documentation demonstrating that the number of Workweeks that he or she contends should be credited
12 to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified
13 address, postmarked on or before the Response Deadline. The date of the postmark on the mailing
14 envelope on the submission will be the exclusive means to determine whether a dispute has been timely
15 submitted. Absent information indicating that Defendants' records and data are inaccurate as they
16 pertain to the number of Workweeks to be credited to a disputing Class Member and/or Aggrieved
17 Employee, Defendants' records will be presumed correct and determinative of the dispute. However, if
18 a Class Member and/or Aggrieved Employee produces information and/or documents to the contrary,
19 the Settlement Administrator will evaluate the materials submitted by the Class Member and/or
20 Aggrieved Employee and the Settlement Administrator will resolve and determine the number of eligible
21 Workweeks that the disputing Class Member and/or Aggrieved Employee should be credited with under
22 the settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

23 21. Settlement Checks. The Settlement Administrator will be responsible for undertaking
24 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
25 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
26 Aggrieved Employees, in accordance with this Settlement Agreement. The Settlement Administrator
27 may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way
28 of a single check that combines both payments (if applicable). Each Individual Settlement Payment and

Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the *cy pres*, Bet Tzedek, in accordance with California Code of Civil Procedure section 384. Pursuant to Code of Civil Procedure section 384, the Court shall set a date when Plaintiff shall report to the Court the total amount that was actually paid to Settlement Class Members. After this report is received, the Court shall amend the judgment and direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or abandoned funds associated with cancelled checks, plus interest that has accrued on those funds (if any), to the Bet Tzedek. The Parties and their counsel each represent that they do not have any financial interest in the *cy pres* recipient or otherwise have a relationship with the *cy pres* recipient that could create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. All Settlement Class Members and Aggrieved Employees shall be bound by the terms and conditions of this Settlement Agreement regardless of whether they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check or not.

22. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the Settlement Administrator, by mail, postmarked no later than the Response Deadline. The date of the postmark on the mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants' Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for Exclusion is prohibited from making any objection to the Class Settlement. Aggrieved Employees shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

23. Effect of Seeking Exclusion from the Class Settlement. Any Class Member who does not

1 affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for
2 Exclusion will be bound by the Class Settlement, including and not limited to those pertaining to the
3 release of Released Class Claims, as well as any judgment that may be entered by the Court if it grants
4 Final Approval to the Settlement, as it pertains to the Class Settlement. Any Class Member who submits
5 a timely and valid Request for Exclusion is nevertheless bound to the PAGA Settlement if he or she is
6 an Aggrieved Employee, as well as any judgment that may be entered by the Court if it grants Final
7 Approval to the settlement, as it pertains to the PAGA Settlement. Prior to the Final Approval Hearing,
8 the Settlement Administrator will provide a declaration for filing with the Court that identifies by full
9 name, those individuals who submit timely and valid Requests for Exclusion.

10 24. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
11 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
12 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before
13 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
14 contain all information required by this Settlement Agreement. The postmark date will be deemed the
15 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
16 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the
17 Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members
18 may also appear in person to present their objection orally at the Final Approval Hearing, regardless of
19 whether they submit a written objection. Prior to the Final Approval Hearing, the Settlement
20 Administrator will provide a declaration for filing with the Court that attaches all Notices of Objection
21 that it receives, as an exhibit.

22 25. Reports by the Settlement Administrator Regarding Settlement Administration. The
23 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which
24 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
25 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete
26 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
27 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
28 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties

when it receives a request from an individual or any other entity regarding inclusion in the Class and/or Settlement.

26. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

27. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be allocated as follows: fifteen percent (15%) wages and eighty-five percent (85%) penalties and interest. The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The employer's share of taxes and contributions on the wages portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement Amount.

28. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, Aggrieved Employees, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions, and withholdings to the appropriate government authorities.

29. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement Class Members, and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to them under the Settlement.

30. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR

PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

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

32. Release of Released Class Claims. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for

1 Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally and forever released,
2 settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

3 33. Release of Released PAGA Claims. Upon the Effective Date and full funding of the
4 Total Settlement Amount, Plaintiff, the State of California, and all Aggrieved Employees will be deemed
5 to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the
6 Released Parties of all Released PAGA Claims.

7 34. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.
8 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
9 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
10 be responsible for drafting and submit this Settlement Agreement to the Court in support of said motion.
11 Class Counsel will provide Defendants' Counsel a draft of the motion before the filing deadline.
12 Defendants agrees not to oppose the motion as long as it is consistent with this Settlement Agreement.
13 Said motion shall apply to the Court for the entry of an order ("Preliminary Approval Order"), which
14 shall be mutually agreed upon by the Parties, seeking the following:

- 15 a. Conditionally certifying the Class for settlement purposes only;
- 16 b. Granting Preliminary Approval of the Settlement;
- 17 c. Preliminarily appointing Plaintiff as representative of the Class;
- 18 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 19 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
20 Notice and directing its mailing to the Class by First Class U.S. mail;
- 21 f. Approving the manner and method for Class Members to request exclusion from
22 or object to the Class Settlement as contained herein and within the Class Notice; and
- 23 g. Scheduling a Final Approval Hearing at which the Court will determine whether
24 the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class
25 Members, State of California, and Aggrieved Employees.

26 35. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
27 the Response Deadline, and with the Court's permission, a Final Approval Hearing will be conducted to
28 determine whether Final Approval of the Settlement should be granted, along with the amounts properly

payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys' Fees and Costs; (e) Enhancement Award; and (f) Settlement Administration Costs. The Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the Settlement. Class Counsel will provide Defendants' Counsel a draft of the motion before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-agreed upon proposed order and judgment ("Final Approval Order and Judgment"), which will provide for, in substantial part, the following:

- a. Approval of the Settlement as fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Certification of the Class for settlement purposes;
- c. Awarding Attorneys' Fees and Costs to Class Counsel;
- d. Awarding Enhancement Award to Plaintiff;
- e. Awarding Settlement Administration Costs to Settlement Administrator;
- f. Directing Defendants to fund all amounts due under the Settlement Agreement and ordered by the Court; and
- g. Entering judgment in the Actions, while maintaining continuing jurisdiction, in conformity with California Rules of Court 3.769 and the Settlement Agreement.

36. Termination or Revocation of Settlement.

a. If the Court finds the Total Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission in writing that is provided to Class Counsel.

37. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects, except as otherwise specifically provided herein:

- a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;
- b. In the event the Settlement Agreement is terminated, Defendants shall have no

obligation to make any payments to any Party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Actions prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Actions or any other action for any purpose whatsoever; and

f. Any documents generated to bring the settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

38. Escalator Clause. For purposes of settlement Defendants agreed that there were 5,478 Workweeks during the period from May 27, 2017 to June 22, 2022 ("relevant time period"). Further, Defendants agreed that fifty-six (56) employees worked a total of nine hundred twenty-four (924) pay periods at Defendants' South Gate location, and forty-three (43) employees worked a total of nine hundred sixty-one (961) pay periods at Defendants' Los Angeles location during the PAGA Period. Should the aggregate qualifying Workweeks increase beyond ten percent (10%) worked by the Class Members during the Class Period and the pay periods increase beyond ten percent (10%) worked by the Aggrieved Employees during the PAGA Period, Defendants shall increase the Total Settlement Amount on a proportional basis by the same number of percentage points above ten percent (10%) (e.g., if the number of Workweeks for the time period of May 27, 2017 to Preliminary Approval actually exceeds 5,478 by 11% to 6,081 Workweeks, and/or the number of pay periods for the time period of May 27, 2017 to Preliminary Approval actually exceeds 1,885 (i.e. 924 pay periods + 961 pay periods) by 11% to 2,092 pay periods for the time period of May 27, 2017 to Preliminary Approval, the Total Settlement Amount

will increase by 1%). The Settlement Administrator will calculate the differences consistent with this clause and report to counsel for both Parties.

39. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

40. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

41. Entire Agreement. This Settlement Agreement and any attached exhibits contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. The Parties expressly recognize California Civil Code § 1625 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

42. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the Actions (including with respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to implement and complete the Settlement Agreement, pending the Final Approval Hearing to be conducted by the Court.

43. Amendment. The Parties may not amend or modify any provision of this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to any necessary Court approval.

44. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
3 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
4 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
5 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
6 provisions that otherwise might apply under state or federal law.

7 45. Signatories. It is agreed that because the Class Members and Aggrieved Employees are
8 so numerous, it is impossible or impractical to have each of them execute this Settlement Agreement.
9 The Class Notice will advise all Class Members and Aggrieved Employees of the binding nature of the
10 Class Settlement as to the Settlement Class Members and the binding nature of the PAGA Settlement
11 as to the Aggrieved Employees, and the release shall have the same force and effect as if this Settlement
12 Agreement were executed by each Settlement Class Member and Aggrieved Employee.

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

15 47. California Law Governs. All terms of this Settlement Agreement and attached exhibits
16 hereto will be governed by and interpreted according to the laws of the State of California.

17 48. Execution and Counterparts. This Settlement Agreement is subject only to the execution
18 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
19 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
20 signature page, will be deemed to be one and the same instrument.

21 49. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
22 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
23 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
24 account all relevant factors, present and potential. The Parties further acknowledge that they are each
25 represented by competent counsel and that they have had an opportunity to consult with their counsel
26 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
27 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
28 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement

1 is objectively fair and reasonable.

2 50. Invalidity of Any Provision. Before declaring any provision of this Settlement
3 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
4 possible consistent with applicable precedents so as to define all provisions of this Settlement
5 Agreement valid and enforceable.

6 51. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
7 Agreement and, by signing this Settlement Agreement, are hereby bound by the terms herein.

8 52. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
9 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
10 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,
11 that they have violated any state, federal, or local law; violated any regulations or guidelines
12 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
13 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
14 or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement
15 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
16 construed as an admission or concession by Defendants of any such violations or failures to comply with
17 any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
18 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as
19 evidence in any action or proceeding to establish any liability or admission on the part of Defendants or
20 to establish the existence of any condition constituting a violation of, or a non-compliance with state,
21 federal, local or other applicable law.

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

25 54. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
27 more strictly against one party than another merely by virtue of the fact that it may have been prepared
28 by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations

between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

55. Representation by Counsel. The Parties acknowledge that they have been represented by counsel 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 in full.

56. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

57. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Arby Aiwarzian, Esq.
Joanna Ghosh, Esq.
Yasmin Hosseini, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Ophir J. Bitton, Esq.

BITTON & ASSOCIATES
7220 Melrose Avenue, Second Floor
Los Angeles, California 90046

58. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator shall post the Final Approval Order and Judgment on its website within three (3) business days of receipt, and shall maintain the posting for sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment will be required to be provided to the Class.

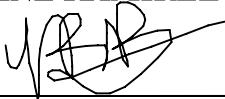
59. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
2 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

3 **IT IS SO AGREED.**

PLAINTIFF YASMINE RAMIREZ BARAHONA
A/K/A JASMINE RAMIREZ

4
5 Dated: 08/02/2023, 2023


Electronically signed by Yasmine Ramirez Barahona on 2023-08-02 18:43:35 UTC - 6418310.51
Nintex AssureSign® v705711-9bab-4561-8ba0-b052012a6c43

Yasmine Ramirez Barahona a/k/a Jasmine Ramirez,
Plaintiff

8 **DEFENDANT CARL'S JR. 800 INC**

9 Dated: _____, 2023

Full Name: _____

Title: _____
On behalf of Carl's Jr. 800 Inc.

13 **DEFENDANT CARL'S JR. 7140 INC**

14 Dated: _____, 2023

Full Name: _____

Title: _____
On behalf of Carl's Jr. 7140 Inc.

18 **DEFENDANT BJ MART, LLC**

19 Dated: _____, 2023

Full Name: _____

Title: _____
On behalf of BJ Mart, LLC

23 **DEFENDANT BR MART, INC.**

24 Dated: _____, 2023

Full Name: _____

Title: _____
On behalf of BR Mart, Inc.

27 ///

28 ///

DEFENDANT JASPER RODD

Dated: _____, 2023

Full Name: _____
Jasper Rodd

DEFENDANT BEHNAM RODD

Dated: _____, 2023

Full Name: _____
Behnam Rodd

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: August 9, 2023


Arby Aiwanian
Joanna Ghosh
Yasmin Hosseini
Attorneys for Yasmine Ramirez Barahona a/k/a Jasmine
Ramirez and Proposed Class Counsel

BITTON & ASSOCIATES

Dated: _____, 2023

Ophir J. Bitton

Attorneys for Defendants Carl's Jr. 800 Inc., BJ Mart,
LLC, BR Mart, Inc., Jasper Rodd, and Behnam Rodd

1 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this
2 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

3 **IT IS SO AGREED.**

**PLAINTIFF YASMINE RAMIREZ BARAHONA
A/K/A JASMINE RAMIREZ**

4
5 Dated: _____, 2023

Yasmine Ramirez Barahona a/k/a Jasmine Ramirez,
Plaintiff

8 **DEFENDANT CARL'S JR. 800 INC**

9 Dated: August 9, 2023

Ben Rodd
Ben Rodd (Aug 9, 2023 16:24 PDT)

10 Full Name: Ben Rodd

11 Title: partner
12 On behalf of Carl's Jr. 800 Inc.

13 **DEFENDANT CARL'S JR. 7140 INC**

14 Dated: August 9, 2023

Ben Rodd
Ben Rodd (Aug 9, 2023 16:24 PDT)

15 Full Name: Ben Rodd

16 Title: partner
17 On behalf of Carl's Jr. 7140 Inc.

18 **DEFENDANT BJ MART, LLC**

19 Dated: August 9, 2023

Ben Rodd
Ben Rodd (Aug 9, 2023 16:24 PDT)

20 Full Name: Ben Rodd

21 Title: partner
22 On behalf of BJ Mart, LLC

23 **DEFENDANT BR MART, INC.**

24 Dated: August 9, 2023

Ben Rodd
Ben Rodd (Aug 9, 2023 16:24 PDT)

25 Full Name: Ben Rodd

26 Title: partner
On behalf of BR Mart, Inc.

27 ///

28 ///

DEFENDANT JASPER RODD

Dated: August 10, 2023


J Rodd (Aug 10, 2023 13:08 PDT)

Full Name: J Rodd
Jasper Rodd

DEFENDANT BEHNAMEH RODD

Dated: August 9, 2023


Ben Rodd (Aug 9, 2023 16:24 PDT)

Full Name: Ben Rodd
Behnam Rodd

APPROVED AS TO FORM

LAWYERS for JUSTICE, PC

Dated: _____, 2023

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
*Attorneys for Yasmine Ramirez Barahona a/k/a Jasmine
Ramirez and Proposed Class Counsel*

BITTON & ASSOCIATES

Dated: August 10, 2023



Ophir J. Bitton

*Attorneys for Defendants Carl's Jr. 800 Inc., BJ Mart,
LLC, BR Mart, Inc., Jasper Rodd, and Behnam Rodd*

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Barahona v. Carl's Jr. 800 Inc., et al.
Ramirez v. Carl's Jr. 800 Inc., et al.
Superior Court of California for the County of Los Angeles
Case Nos. 21STCV20100 and 21STCV33550

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez ("Plaintiff") and Defendants Carl's Jr. 800 Inc., Carl's Jr. 7140 Inc., BJ Mart, LLC, BR Mart, Inc., Jasper Rodd, and Behnam Rodd ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the cases entitled *Yasmine Ramirez Barahona vs. Carl's Jr. 800 Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV20100 ("Barahona Class Action") and *Jasmine Ramirez v. Carl's Jr. 800 Inc., et al.*, Superior Court of California for the County of Los Angeles, Case No. 21STCV33550. The settlement may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendants in California employed at any time during the PAGA Period.

"Class" means all current and former hourly-paid or non-exempt employees of Defendants in California employed at any time during the Class Period.

"Class Member" means an individual member of the Class.

"Class Period" means the time period from May 27, 2017 through the date of Preliminary Approval.

"Class Settlement" means the settlement and release of the Released Class Claims.

"PAGA Period" means the time period from January 11, 2020 through the date of Preliminary Approval.

"PAGA Settlement" means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On May 27, 2021, Plaintiff commenced a putative class action lawsuit by filing the Class Action Complaint for Damages against Defendants in the Los Angeles County Superior Court, Case No. 21STCV20100 ("Barahona Class Action").

On July 7, 2021, Plaintiff provided written notice by certified mail ("LWDA Notice") to the California Labor & Workforce Development Agency ("LWDA") of his intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and on the basis for those claims.

On September 10, 2021, Plaintiff filed the Complaint for Enforcement Under the Private Attorneys General Act against Defendants in the Los Angeles County Superior Court, Case No. 21STCV33550 ("Ramirez PAGA Action"), alleging a

single cause of action for civil penalties pursuant to the PAGA, on behalf of the State of California in connection with himself and aggrieved employees.

On January 5, 2022, Defendants filed a Notice of Related Case and on January 6, 2022, the *Barahona* Class Action and the *Ramirez* PAGA Action were deemed related in Los Angeles County Superior Court, with the *Barahona* Class Action being the lead case (together, the *Barahona* Class Action and *Ramirez* PAGA Action are referred to as “Actions”).

Plaintiff alleges that Defendants violated the California Labor Code by failing to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that in violation of California Business & Professions Code section 17200, *et seq.* and engaged in conduct that gives rise to civil penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendants deny all of the allegations in the Actions or that it violated any law.

The Parties participated in a full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Yasmine Ramirez Barahona a/k/a Jasmine Ramirez as the representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Yasmin Hosseini
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020
Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below. If you are an Aggrieved Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object to or seek exclusion from the PAGA Settlement; all Aggrieved Employees will be bound by the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by the Defendants that the claims in the Actions have merit or that the Defendants have any liability to Plaintiff, Class Members, the State of California, and/or Aggrieved Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, Aggrieved Employees, and the State of California. The Court has made no ruling on the merits of the claims asserted in the Actions and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total settlement amount is Four Hundred Thirty-Two Thousand Five Hundred Dollars and Zero Cents (\$432,500.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Settlement

Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs, consisting of attorneys’ fees in an amount not to exceed thirty-five percent (35%) of the Total Settlement Amount (i.e., \$151,375.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Three Thousand Dollars (\$33,000.00) to Class Counsel; (2) Enhancement Award in an amount not to exceed Nine Thousand Dollars and Zero Cents (\$9,000.00) to Plaintiff for her services in the Actions; (3) payment to the California Labor and Workforce Development Agency (“LWDA”) in the amount of Fifty-Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$56,250.00) for its 75% portion of the PAGA Penalty Amount (“LWDA Payment”) and the remaining 25%, or \$18,750.00, will be payable to the Aggrieved Employees on a *pro rata* basis, based on Workweeks during the PAGA Period (i.e., Individual PAGA Payment); and (4) Settlement Administration Costs in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”), which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the Class Period, divided by seven (7) and rounding up to the nearest whole number.

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount attributed to Aggrieved Employees, i.e., \$25,000.00, (“Individual PAGA Payment”) based on the Aggrieved Employees’ Workweeks during the PAGA Period, which will be calculated by the Settlement Administrator by determining the number of days between the start and end dates of employment during the PAGA Period, divided by seven (7) and rounding up to the nearest whole number.

The Settlement Administrator has divided 25% of the PAGA Penalty Amount by the Workweeks of all Aggrieved Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each Aggrieved Employee’s individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment (which is listed in Section III.C below). Aggrieved Employees shall receive an Individual PAGA Payment and shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual Settlement Share will be allocated as fifteen percent (15%) wages which will be reported on an IRS Form W2 and eighty-five percent (85%) penalties and interest which will be reported on an IRS Form 1099 (if required). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, resulting a net payment to the Settlement Class Member (“Individual Settlement Payment”). Any payment for an Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form 1099-MISC, if necessary.

If the Court grants final approval of the Settlement, following the Effective Date (as defined in the Settlement), Defendant will fund the Settlement by way of three (3) installments:

- Payment 1: The first installment (\$144,166.67) will be due within thirty (30) calendar days of receipt of the Settlement Administrator’s accounting
- Payment 2: The second installment (144,166.67) will be due 7 month after payment of the first installment.
- Payment 3: The third installment (\$144,166.66) will be due 7 months after payment of the second installment.

The timing of the distribution of payments will depend on the date of Final Approval of the Settlement and the date on which Defendants fund the installments.

Individual Settlement Payments and/or Individual PAGA Payments will be mailed to Settlement Class Members and Aggrieved Employees at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants' Records

According to Defendants' records, you have been credited with [REDACTED] Workweeks during the Class Period, i.e., from May 27, 2017 through the date of the Court's preliminary approval of class settlement.

According to Defendants' records, you have been credited with [REDACTED] Workweeks during the PAGA Period, i.e., from January 11, 2020 through the date of the Court's preliminary approval of class settlement.

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator. The dispute must: (a) contain the case name and number of the *Barahona* Class Action; (b) be signed by the Class Member and/or Aggrieved Employee, (c) contains the full name, address, telephone number, and the last four digits of the Social Security Number of the disputing Class member and/or Aggrieved Employee, (d) clearly states that the Class Member and/or Aggrieved Employee disputes the number of Workweeks credited to him or her and what he or she contends is the correct number that should be credited to him or her, (e) includes information and/or attaches documentation demonstrating that the number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is returned by mail to the Settlement Administrator at the specified address listed below (Section IV.B), postmarked on or before **[the Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Class Period and your estimated Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment reflected in this Notice is only an estimate. Your actual Individual Settlement Payment and/or Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged any and all of the Releasees from any and all Released Class Claims he or she may have or had.

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff, all Aggrieved Employees, and the State of California will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Releasees from any and all Released PAGA Claims he, she, or it may have or had.

"Released Class Claims" means any and all claims under state, federal, or local law, arising out of the facts alleged in the Actions, arising during the Class Period, including but not limited to claims under the California Labor Code (including, *inter alia*, §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802), Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law for failure to pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure

to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and violation of California's unfair competition law.

"Released PAGA Claims" means any and all claims for civil penalties under the Private Attorneys General Act (California Labor Code § 2698, et seq.), arising out of the facts alleged in the Ramirez PAGA Notice, arising during the PAGA Period, which were claimed or could have been claimed including, but not limited to, for violations of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and California Industrial Welfare Commission Wage Orders Nos. 4-2001 and 5-2001 for failure to pay overtime wages, failure to provide compliant meal period and associated premiums, failure to provide compliant rest periods and associated premiums, failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

"Released Parties" means Defendants, and all of its present and former parent companies, subsidiaries, and divisions, and their shareholders, directors, officers, agents, employees, attorneys, insurers, successors, and assigns.

E. Attorneys' Fees and Costs to Class Counsel

Class Counsel will seek attorneys' fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$151,375.00) and reimbursement of litigation costs and expenses not to exceed Thirty-Three Thousand Dollars and Zero Cents (\$33,000.00) (collectively, "Attorneys' Fees and Costs"), subject to approval by the Court. All Attorneys' Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff, Class Members, and Aggrieved Employees on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

F. Enhancement Award to Plaintiff

Plaintiff will seek the amount of Nine Thousand Dollars and Zero Cents (\$9,000.00) ("Enhancement Award"), in recognition of her services in connection with the Actions. The Enhancement Award will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment (if applicable) that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to Ten Thousand Dollars and Zero Cents (\$10,000.00) ("Settlement Administration Costs") for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and Aggrieved Employees of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes regarding Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Class Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and the contemplated judgment to be entered by the Court based thereon if the Court grants final approval of the Settlement, and you will release the Released Class Claims described in Section III.D above.

If you are an Aggrieved Employee, you will automatically be bound to the PAGA Settlement and issued your Individual PAGA Payment.

As a Class Member or Aggrieved Employee, you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written letter (“Request for Exclusion”) to the Settlement Administrator.

A Request for Exclusion must: (a) contain the case name and number of the *Barahona* Class Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; and (d) clearly state that the Class Member does not wish to be included in the Class Settlement. The Request for Exclusion must be mailed to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked no later than **[Response Deadline]**, at the following mailing address:

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive an Individual Settlement Payment from the Class Settlement, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of Released Class Claims described in Section III.D above, as well as the contemplated judgment to be entered by the Court (as it pertains to the PAGA Settlement), if the Court grants final approval of the Settlement. However, consistent with applicable law, Aggrieved Employees may not exclude themselves from the PAGA Settlement and will be bound by all terms of the PAGA Settlement, including those pertaining to the release Released PAGA Claims described in Section III.D above, and any judgment that may be entered by the Court (as it pertains to the PAGA Settlement) if it grants final approval of the Settlement.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Notice of Objection”) to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

The Notice of Objection must: (a) be signed by the Class Member; (b) contain the case name and number of the *Barahona* Class Action; (c) contain the Class Member’s full name, mailing address, telephone number, and the last four digits of their Social Security number; (d) clearly state the factual and legal basis for objecting to the Class Settlement;; (e) indicate whether the Class Member is represented by counsel and identify said counsel; and (f) indicate whether the Class Member intends to appear at the Final Approval Hearing and seeks to be heard at the Final Approval Hearing. The Notice of Objection must be mailed to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked on or before **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in **Department 6** of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members and Aggrieved Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the civil clerk’s office, office during business hours (you must make an appointment prior to visiting the civil clerk’s office), located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, or by online by visiting the following website:

<https://www.lacourt.org/casesummary/ui>.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/laceligibility/ui/civil.aspx?casetype=ci>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

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

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.