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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

CARLOS CRUZ and NATALIO
CERVANTES, individually and on
behalf of other aggrieved employees,
Plaintiff,
v.

Case No.: 30-2021-01233089
Action Filed: 11/22/2021
Hon. William Claster, Judge
Civil Complex CX101

ZOV'S BISTRO, INC., ZOV'S BISTRO
II, INC., ZOV'S ENTERPRISES, INC.,
ARMEN KARAMARDIAN, and
DOES 1 to 50,
Defendants.

**DECLARATION OF ZORIK
MOORADIAN IN SUPPORT OF
MOTION FOR AN ORDER APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

Motion Hearing: 04/11/2025 @ 9 A.M.
Reservation No: 74505412

DECLARATION OF ZORIK MOORADIAN

I, Zorik Mooradian, declare as follows:

1. I am an attorney at law duly licensed to practice law in the state of California.

I am the principal of Mooradian Law, APC and, along with attorneys Andrina G. Hanson and Nanor C. Kamberian, we are counsel for Plaintiffs Carlos Cruz and Natalio Cervantes in the individual and representative PAGA action lawsuit entitled *Carlos Cruz, Natalio Cervantes v. Zov's Bistro, Inc., et al.*, bearing Orange County Superior Court Case No. 30-2021-01233089. I make this Declaration in support of Plaintiffs' Motion for Approval of PAGA

2018-01007420; Boch v. Merchants Building Maintenance/BC681320; Bueno v. Proto Homes/19STCV20011; Cardenas v. Intercon Security/19STCV11259; Castillo v. Robert's Waste/30-2018-01027486; Castro v. Bee Gee Laboratories/BC712857; Contreras Teo v. Golden State Foods/BC708535; Contreras Teo v. Golden State Foods/BC722540; Corona v. Del Amo Hospital/19STCV24741; Cruz Ventura v. WSON-55/19STCV22958; Cruel v. Andreas Elsenhans/19STCV35496; Espinoza v. Don Chava Mgt./19STCV27068; Galvan v. Property Mgt. Associates/BC722781; Godoy v. UCLA/19STCV04634; Gonzalez v. Toyon Catering, Inc./19STCV11369; Gonzalez v. FMS Mgt./30-2019-01065563; Gutierrez v. Anaheim Denn/30-2019-01092546; Guzman v. Millennium Shoes/19STCV33166; Hernandez v. Township Retail Services/18STCV06709; Hernandez v. Resource Employment Solutions/30-2019-01084740; Herrera v. Color Spot Nurseries/30-2017-00933249; Leon v. Island Hospitality Mgt./30-2019-01060719; Martinez v. Snakerz/19STCV02674; Mendoza v. Savage Service Corp./18STCV04798; Martinez v. Riviera Beverages/ 30-2019-01056796; Mendoza v. United Production Framing/30-2019-01104255; Morales Cano v. Coordinated Staffing/19STCV29817; Enriquez v. Johnny Rockets Group/19STCV43986; Ibarra v. DCX-CHOL Enterprises/19STCV26247; Contoran Najera v. TOPH I, LLC/30-2018-00999474; Nunez v. Wonderland Montessori, LLC/18STCV06042; Olmos v. Mall Food Mgt. Associates/30-2019-01096292; Pallares - Mercado v. MB Santa Ana Restaurants/30-2019-01047135; Perez v. First Rate Staffing/18STCV02057; Popoca v. Denim Technologies/ 19STCV11434; Rosales v. DBR Premium/19STCV32726; Salceda v. GBG USA, Inc./ 18STCV10004; Salceda v. GBG USA, Inc./ 18STCV04778; Torres v. Metro Security/19STCV21114; Cazarez v. S. Carrol Massie, Inc./23STCV23844; Cazarez v. Southern California Pizza Co., LLC/23STCV23179; Cervantez v. DRE Workforce/22STCV270670; Diaz v. Paris Valley/22CVP-0244; Enrique v. Johnny Rockets Group, Inc./19STCV43986; Esquivel v. Bodega Latina Corp./22STCV02622/Felipe v. One Stop Employment Services/21STCV39327; Fernandez v. World Flight Services/23STCV23197; Garcia v. Fresh Grill/22STCV08228; Hernandez v. N.W. Hotel Corp./30-2023-01310267; Jimenez v. Cargo/21STCV15258; Lemus v. PDA Group/21STCV40242; Maldonado v. McKessons/22STCV41086; Martinez v. Pharaoh Staffing, LLC/22STCV41086; Mendez v. ABM/23STCV11446; Mendoza v. Big Lot/30-2019-01047135; Merino v. Coast Sign, Inc./30-2023-01305781; Morales v. Phenix Enterprises, Inc./23STCV06594; Muniz v. Lot Management/22STCV32901; Ramirez v. H Mart Logistics/23STCV06670; Romero v. Partners Personnel/22STCV22509; Salazar v. Staffmark/21STCV39663 and 21STCV31753; Sanchez v. Recessroom/30-2022-01244194; Sepulveda v. Walmart/30-2022-01278658; Toledo v. Universal Molding Company/22STCV06965; Vargas v. Sincere Orient Commercial Corp./22STCV08311; Zapeta v. HR Service Group/22STCV07872; Panduro v. Inland Fuels Corp./23STCV04486; and Rodriguez v. Relentless Landcare/30-2023-01366648.

5. I am familiar with California wage and hour laws and the laws governing employment wage and hour violations, including but not limited to: California Labor Code Sections 201 – 204, 206.5, 210, 226, 221, 224, 226.7, 227.3, 233, 350, 351, 245.5, 246, 246.5, 248.2, 500, 510, 512, 515, 516, 1174, 1182.12, 1194, 1194.2, 1198, 1198.5, 2698,

DECLARATION OF ZORIK MOORADIAN - 3 – Res. No. 74505412

2699, 2800 and 2802, California Business and Profession Codes 17200 et. seq., the Orders of the Industrial Welfare Commission, and the Private Attorneys General Act.

Procedural History and Background Facts

6. On September 13, 2021, Plaintiffs' Counsel submitted a letter to LWDA in compliance with California Labor Code section 2699.3. By virtue of said Notice, Plaintiffs sought to represent themselves and all aggrieved non-exempt employees who worked for Defendants during the PAGA Period – 9/13/2020 to 8/15/2024 (as agreed later by the Parties).

7. On November 18, 2021, Mr. Cruz submitted a verified harassment, discrimination and retaliation complaint to Department of Fair Employment and Housing and obtained a "Right to Sue" notice. In brief, he claimed that he was subjected to harassment and discrimination for his protected status – his sexual orientation as a gay person.

8. After administrative remedies were exhausted under the procedures of the Fair Employment and Housing Act ("FEHA") and the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698, et seq, on November 21, 2021, Plaintiffs filed this wage and hour PAGA action against Defendants in the Orange County Superior Court, asserting the following underlying claims on behalf of themselves and all aggrieved employees: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Tips; (4) Meal Period Violations; (5) Rest Break Violations; (6) Sick Leave Violations; (7) Failure to Pay/Timely Pay Wages; (8) Failure to Indemnify for Expenditures; (9) Failure to Provide Accurate Wage Statements; (10) Failure to Timely Pay Wages Owed at Time of Termination/Separation; (11) Misclassification of Employees; (12) Failure to Provide Employment Records; (13) Unfair Business Practices; (14) Violation of Labor Laws Giving Rise to an Action Under the PAGA; (15) Harassment; (16) Discrimination; and (17) Retaliation.

9. This case was initially mediated by Mr. Todd Smith with no results, after the *Viking River* but before the *Adolph* decisions, on May 26, 2022. Therefore, the viability of PAGA case was unclear and the negotiations were affected as a result. Mediation supportive records were produced by Defendants in advance.

1 10. After the first mediation session, the Parties engaged in law and motion
2 practice regarding two purported arbitration agreements for each Plaintiff, and an appeal
3 followed from this Court's rulings. The appeal was abandoned by Defendants later. This
4 Court referred FEHA claims of Mr. Cruz to arbitration, stayed PAGA case of Mr. Cruz and
5 kept jurisdiction of Mr. Cervantes' individual and PAGA claims. The PAGA trial was
6 scheduled for Feb. 24, 2025, advanced and vacated thereafter considering the Notice of
7 Settlement. The FEHA Case of Mr. Cruz was submitted to arbitration before Hon. Glenda
8 Sanders (Ret.), a Case Management Conference was held, and later JAMS was placed on
9 notice of the settlement.

10 11. On August 15, 2024, the Parties participated at a second mediation session, this time
11 with mediator Hon. Zaven Sinanian (Ret.) – Signature Resolutions. Through arms-length
12 negotiations, the Parties reached an agreement to settle all the causes of action of both
13 Plaintiffs. which agreement led to the signing of a Memorandum of Understanding and three
14 long form settlement agreements, as addressed below.

15 12. As to the basic facts supportive of the allegations, based on information and belief:
16 Initially, Mr. Cruz worked for the Defendants' restaurants in Orange County as a server on a
17 minimum hourly wage from 7/6/16 – 4/3/17. Thereafter, for the period of 3/17/17 through
18 5/21/2017, the wage statements provided by Defendants showed Mr. Cruz was paid on a
19 salary basis as restaurant manager. In or about January 2018 (although the wage statement
20 showed 5/21/17), Mr. Cruz went back to working as a server on an hourly basis. His
21 employment was terminated on or about 4/5/21 when he showed up for work. Mr. Cervantes
22 was employed by Defendants as a "bakery cook" on an hourly basis – as a nonexempt
23 employee. He was employed from 12/20/16 – 5/25/17 and rehired from 7/14/18. Mr.
24 Cervantes quit on or about 6/18/2021.

25 13. Defendants Zov's Bistro, Inc., Zov's Bistro II, Inc., Zov's Enterprises, Inc., at all
26 times relevant here, have been engaged in the restaurant business from the County of Orange.
27 The locations identified on the Defendants' website were Tustin Bistro, Tustin Bakery &
28 Café, Newport Coast, Anaheim Roxy's and Irvine. Defendants' restaurants were also known

1 as Zov's Tustin, Zov's Orchard Hills, Zov's Newport Coast, and Zov's Anaheim. Plaintiffs
2 only worked for Zov's Tustin and Zov's Irvine.

3 **Settlement and Distribution**

4 14. The settlement reached at the August 15, 2024, Mediation was for all the causes of
5 action - individual wage and hour claims of both Mr. Cruz and Mr. Cervantez, the FEHA
6 claims of Mr. Cruz and the PAGA cause of action.

7 15. After signing the MOU, the Parties signed on a PAGA settlement agreement and two
8 Confidential Settlement Agreement and Release of All Claims ("Individual Settlements").
9 As to the claims of Mr. Cruz, in addition to his individual wage and hour claims, dating back
10 to four years from the filing date of the Complaint or 11/22/2017, Mr. Cruz had a cause of
11 action under FEHA for harassment, discrimination and retaliation for his protected
12 status/sexual orientation as a gay person. Those allegations were verified by Mr. Cruz in his
13 complaint to the DFEH and are alleged in 15th, 16th, and 17th cause of action of the Complaint.
14 Mr. Cruz' FEHA and individual wage and hour claims were settled for a gross amount of
15 \$48,000, inclusive of attorneys' fees.

16 16. On the other hand, the wage and hour claims of Mr. Cervantes, as set forth in the 1st
17 through 13th cause of action of the Complaint, were resolved for a gross amount of \$27,000.
18 His wage and hour claims date back to 07/14/2018 (and not four years prior to the filing of
19 the Complaint or 11/22/2017 since there was a brief gap in his employment). Mr. Cervantes
20 did not have a FEHA claim.

21 17. Both Plaintiffs have signed a General Release and waiver of California *Civil Code*
22 §1542 as part of the exchanged considerations. The balance of the terms, conditions and
23 provisions of the individual settlement agreements are confidential.

24 18. As to the PAGA, for a PAGA class of 648 aggrieved employees, with 14,671 pay
25 periods during the PAGA Period of 09/13/2020 through 08/15/2024, the Parties also executed
26 a PAGA Settlement Agreement (The "Settlement Agreement" or "SA"), Exhibit A. The
27 Settlement Agreement has 5 separate Provisions, addressing: DEFINITIONS (Provs. 1-19);
28 RECITALS (Provs. 2-6); OPERATIVE TERMS OF SETTLEMENT AGREEMENT (Provs.

1 1-9); ADMINISTRATION OF SETTLEMENT (Prov. 1-10); and MISCELLANEOUS
2 PROVISIONS (Provs. 1 -23).

3 19. The monetary terms of the PAGA Settlement Agreement may be summarized as
4 follows: The Gross Settlement Amount is **\$100,000**, for the Released PAGA Claims (SA,
5 Sec. I, Prov. 8 & Sec. III, Prov. 4.a.); the requested attorneys' fees are one third of the gross
6 recovery or \$33,333.33 (SA, Sec. I, Prov. 5 & Sec. III, Prov. 4.b.); the actual costs, exclusive
7 of the Motion for PAGA Settlement Approval filing fee, are \$16,737.49, and recoverable if
8 approved by the Court (SA, Sec. I, Prov. 4 & Sec. III, Prov. 4.b.); \$7,250 is the Administrative
9 invoice (Exhibit B) from Phoenix Class Action Administration Solutions ("Settlement
10 Administrator") (SA, Sec. I, Prov. 19 & Sec. III, Prov. 4.c.); and Plaintiffs are not seeking an
11 incentive award.

12 20. The above computation will leave a net balance of \$42,679.18, from which sum
13 75% or 32,009.38 will be paid to the State of California (LWDA) (SA, Sec. I, Prov. 12 &
14 Sec. III, Prov. 4.a.), and the remaining 25% or \$10,669.80 will be distributed to the PAGA
15 class – the Aggrieved Employees – which will be \$16.47 in average payout to each member
16 (SA, Sec. I, Prov. 15 & Sec. III, Prov. 4.a.). Of course, the Administrator will adjust these
17 figures before making the distributions in accordance with the Court's Order.

18 21. The Administrator will calculate each Individual PAGA Payment on pro rata basis
19 based on the respective number of Pay Periods, by (a) dividing the amount of the Aggrieved
20 Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay
21 Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b)
22 multiplying the result by each Allegedly Aggrieved Employee's respective number of Pay
23 Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on
24 their Individual PAGA Payment. (SA, Sec. III, Prov. 4.a.(1) and (2)).

25 22. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds
26 to the Administrator no later than ninety (90) days after the Effective Date, which means the
27 date the settlement is approved and the Court's order approving the settlement ("Judgment")
28 becomes final. (SA, Sec. III, Prov. 2 & Sec. I, Prov. 7.). Within fourteen (14) days after the

Effective Date of this settlement, Defendants shall provide the Aggrieved Employee List to the Settlement Administrator. (SA, Sec. III, Prov. 2).

23. Within fourteen (14) days after receiving the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. (SA, Sec. IV, Prov. 3).

24. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address based on the National Change of Address Database for information to update and correct for any known or identifiable address changes, including, but are not limited to, using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. (SA, Sec. IV, Prov. 3).

25. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be distributed to the California State Controller Unclaimed Property Fund within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those members of the Aggrieved Employees who did not cash their checks, until such time that they claim their property. If requested by the Court, PAGA Counsel and Defendants' Counsel shall report to the Court the total value of checks cashed by the Aggrieved Employees (and the total amount that was uncashed by the Aggrieved Employees) at a date set by the Court after the close of the 180-day period. (SA, Sec. IV, Prov. 3).

26. Notice of Settlement and Release of Claims or Exhibit C, also known as Exhibit A to the SA, will accompany each individual PAGA payment. (SA, Sec. IV, Prov. 4).

27. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from

1 Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys'
2 Expenses, and the portion of the PAGA Payment allocated to the LWDA from the Gross
3 PAGA Settlement Amount. Within fourteen (14) days after receipt of the Gross PAGA
4 Settlement Amount the Settlement Administrator will pay itself the Settlement
5 Administration Expenses. (SA, Sec. IV, Prov. 5).

6 28. Upon the date of entry of an order by the Court in this PAGA Action approving this
7 PAGA Settlement Agreement, the LWDA and the Aggrieved Employees, including
8 Plaintiffs, fully release and forever discharge Released Parties from any and all PAGA
9 Released Claims. As a result of this release, the Aggrieved Employees will be unable to bring
10 a claim under, or recover in any other claim brought under, the California Private Attorneys
11 General Act, California Labor Code §§ 2698 et seq., for any violations of the PAGA Released
12 Claims that took place during the PAGA Period. **In no event shall the PAGA Released**
13 **Claims in this PAGA Settlement Agreement release any claim that is not a PAGA**
14 **Claim.** (SA, Sec. III, Prov. 4.d.). The carved out non PAGA claims include any "claims for
15 unpaid or underpaid wages," as specifically set forth in the last paragraph of the Notice of
16 PAGA Settlement in Section III. RELEASE.

17 29. In addition to the Gross PAGA Settlement Amount, as addressed above, in exchange
18 for a general release of all claims related to their employment other than those that cannot be
19 released as a matter of law, Defendants have agreed to separately settle Plaintiffs' individual
20 claims for \$27,000.00 for Natalio Cervantes and \$48,000.00 for Carlos Cruz. Said amounts
21 are in addition to the Plaintiffs' share of the Gross PAGA Settlement Amount. However,
22 Plaintiffs are not seeking any service award or representative enhancement as part of the
23 PAGA payment. (SA, Sec. III, Prov. 4.e.).

24 **The Proposed Settlement is Adequate, Reasonable and Fair**

25 30. The Fourteenth Cause of Action of the Operative Complaint for PAGA violations is
26 comprised of thirteen counts, addressing violations of important employee protections
27 embodied in the California Labor Code as follows: Defendants failed to pay Plaintiffs and
28 California non-exempt Aggrieved Employees all wages due including all overtime and

1 minimum wages in violation of Labor Code §§ 510, 1194, and 1197; failed to pay tips as
2 required by Labor Code § 351; failed to provide legally compliant meal periods and pay the
3 corresponding premium penalties to Plaintiffs and Aggrieved Employees in violation of
4 Labor Code §§ 226.7 and 512; failed to provide legally compliant rest breaks and pay the
5 corresponding premium penalties to Plaintiffs and Aggrieved Employees in violation of
6 Labor Code § 226.7; failed to provide/pay Plaintiffs and California non-exempt Aggrieved
7 Employees their lawful sick leave benefits in violation of Labor Code §§ 233, 246 and 246.5;
8 failed to timely pay Plaintiffs and California non-exempt Aggrieved Employees their lawful
9 wages in violation of Labor Code §§ 200 and 204; failed to indemnify the employees for
10 business expenses in accordance with Labor Code §§ 2800, 2802, and 2699; failed to provide
11 Plaintiffs and California non-exempt Aggrieved Employees accurate wage statements in
12 violation of Labor Code §§ 226 (a) and 226.3; failed to pay the wages owed at separation as
13 required pursuant to Labor Code §§ 201, 202 and 203; failed to lawfully classify the
14 employees and misclassified of employees in accordance with Labor Code § 515 and 8 CCR
15 11040 and applicable IWOs; failed to produce records or allow inspection in accordance with
16 Labor Code § 226(b); and failed to provide California non-exempt Aggrieved Employees
17 suitable seating.

18 31. Defendants' maximum theoretical exposure could be \$1,453,700 ($\$100 \times 14,537$),
19 without stacking or double that amount if \$200 penalties are factored in. Plaintiffs received
20 time records with 78 samples from 374 PAGA class employees prior to the first mediation.
21 Defendants also produced policies and procedures. By and large, most of the policies and the
22 actual time keeping practices were lawful. The primary bone of contention was the unpaid
23 tips or service charges from the banquet operation of Defendants.

24 32. For the second mediation, Defendants produced banquet data, with an estimated
25 banquet frequency of two events per week, and one server per 20 to 30 guests. Defendants
26 followed up that data with the relevant production and additional 845 and 420 lines of
27 comprehensive electronic payroll summaries of the PAGA class. The payroll data received
28 covered samples from their restaurant locations. At the second mediation, Defendants raised

1 issues with their financial wherewithal and expressed insolvency concerns. Since this is a
2 PAGA and not a Class case, the analysis was limited to pay periods with a penalty multiplier.

3 33. In reviewing the payroll data, produced in various itemized formats, Plaintiffs were
4 only able to spot minor violations on the face of a largely compliant practices. Defendants
5 are a small family-owned restaurant business. At the time of commencement of this lawsuit,
6 Defendants had 4 locations, but one was closed during the pendency of this case for financial
7 reasons primarily due to COVID, as informed. Plaintiffs' employments were also limited to
8 finite locations – two out of four restaurants.

9 34. As well, a review of the produced payroll records, demonstrated that non-exempt
10 employees signed meal period waivers, and when such waivers did not apply "California
11 Lunch" penalties were paid to Defendants' non-exempt employees. "California Split Shift"
12 pay was also paid to employees working split shifts. As to the misclassification issue, it
13 proved to be non-applicable since Plaintiff Cruz was deemed to have been properly classified
14 as an exempt employee in his capacity as a manager of one of the restaurants for a period.
15 For the balance of his employment, Mr. Cruz was properly designated as a nonexempt
16 employee in his non-managerial position.

17 35. After reviewing the PAGA payroll records produced by Defendants, it became
18 evident that Defendants did not include any part of the mandatory service fees collected at
19 banquet events in calculating the banquet employees' regular rate of pay with respect to
20 overtime, meal period pay and rest break pay. Defendants, however, contended that not every
21 pay period at issue involved an alleged Labor Code violation subject to civil penalties.

22 36. Moreover, Defendants maintained that even if the Court did award penalties, the
23 Court could and would *substantially* reduce the penalties awarded based on the discretionary
24 factors contained in Labor Code § 2699(e)(2) ("In action by an aggrieved employee . . . , a
25 court may award a lesser amount than the maximum civil penalty amount specified by this
26 part if, based on the facts and circumstances of the particular case, to do otherwise would
27 result in an award that is unjust, arbitrary and oppressive, or confiscatory.").

28 37. Under PAGA the court has discretion to reduce penalties if they are found to be unjust,

1 arbitrary, oppressive, or confiscatory. There is an absence of legal authority guiding courts
2 in this determination. Courts rarely award 100% of the PAGA penalties proven at trial, a rare
3 occurrence in any event, and frequently reduce the collective penalties considerably.
4 Defendants have made clear if any penalties were awarded in this case, they would argue the
5 penalties would be unjust, arbitrary, and oppressive or confiscatory, requesting the court
6 award zero.

7 38. There is also lack of clear legal authority on how the penalties are calculated,
8 including whether multiple penalties can be awarded in the same pay period and when a
9 “subsequent” penalty can be assessed. In possession of this information, Plaintiff had to
10 consider the extended delay caused by resolving these novel legal issues and risking zero
11 recovery even after a successful trial. While Plaintiffs maintain that their PAGA claims have
12 merit, in reaching the settlement, Plaintiffs through counsel considered the strengths and
13 weaknesses of each side’s position and the uncertainty of how the case might have concluded
14 as litigation continued, at trial, and/or appeals.

15 39. In addition to the factors presented above, the proposed Settlement does not possess
16 any obvious deficiencies. The Settlement contemplates entry of an order (submitted
17 concurrently) which approves the Settlement and dismisses the Action with prejudice.

18 40. In this case and given its unique circumstances, a gross PAGA settlement of \$100,000
19 for 14,537 pay periods is fair, reasonable, and adequate settlement. Even if Plaintiffs were to
20 prevail on the underlying claims, they would face the potential of discretionary reduction of
21 maximum penalties by the Court and reported cases. Given the evidence canvassed from the
22 record keeping practices, and aside from any considerations given to declarations or witness
23 testimony, Defendants would, likely, meet their burden of proving their defense case in chief.
24 Which burden would also prove that their failure to comply with certain Labor Code
25 provisions, including the wage statement requirements under Labor Code Sect. 226, were
26 neither intentional nor willful. There were significant evidentiary hurdles in this case for
27 Plaintiffs.

28 41. As to the attorneys’ fees, our office intake form is dated 2/11/2021, which is the first

1 Settlement based on my own personal knowledge, and if called as a witness I could and would
2 competently testify thereto.

3 2. Attached are true and correct copies of the following **Exhibits**:

- 4 ➤ Exhibit A – PAGA Settlement Agreement.
- 5 ➤ Exhibit B – Administrative Invoice from Phoenix Class Action
6 Administration Solutions for \$7,250.
- 7 ➤ Exhibit C – Notice of PAGA Settlement and Release of Claims.
- 8 ➤ Exhibit D – Proof of submission of PAGA Notice and the Complaint to
9 LWDA, dated September 13, 2021, and March 16, 2023, respectively.
- 10 ➤ Exhibit E – Lodestar of attorney Zorik Mooradian for Fees and Costs
- 11 ➤ Exhibit F – Lodestar of attorney Andrina G. Hanson for Fees

12 **Education and Experience**

13 3. I attended Texas A & M University (Kingsville) and California State
14 University Los Angeles (Los Angeles), and I received a Bachelor of Science degree in Civil
15 Engineering in 1979. After a career in engineering, I attended University of La Verne College
16 of Law, graduated and was admitted to the State Bar of California in 1988. I have been in
17 good standing since. For the past 35 years, I have litigated many cases with numerous bench
18 and jury trials. My most recent employment jury verdict was in October 2019, in a Fair
19 Employment and Housing retaliation matter, ranked in the US and California as the top 100
20 and top 50 employment verdicts, respectively, for that year. I have also been and continue to
21 be plaintiff's counsel in many wage and hour class actions, complex and multi-party matters.

22 4. The following is a sample index of class action/PAGA and individual
23 employment/wage-and-hour cases, in which I have represented and/or continue to represent
24 plaintiffs, mostly in the capacity of the lead counsel:

25 Fuentes v. Kamran Staffing/BC604535; Perez v. El Pollo Loco/BC624001; Perez v.
26 Quest Nutrition/BC630914; Escalante v. Friendly Hills Country Club/BC640583;
27 Serrano v. Noise Group/30-2017-00949440-CU-OE-CXC; Blandin v. Malibu Mgt.
28 Svcs., Inc./BC618629; Barrera v. Coast Composites, Inc./30-2017-00909572 CU-
OE-CJC; Aguilar v. Sweet Earth Café/19STCV13373; Avina v. Marriott/30-2017-
00945551; Azepita v. Eden Social Restaurants, Inc./30-2019-01077185; Balaguer v.
Eminent, Inc./19STCV16803; Barragan v. Golden Hotels Limited Partnership/30-

1 attention to the matter pursuant to contact from the client. Three attorneys from our office
2 have worked on this file/case for the past 36 months, with a lodestar of 90.70 hours for
3 attorney Zorik Mooradian (35 + years as a practicing attorney in the state of California with
4 an hourly rate of \$650) – Exhibit E, 116.90 hours for attorney Andrina G. Hanson (36 years
5 of practicing attorney in the State of California with an hourly rate of \$550) – Exhibit F, and
6 12.3 hours for attorney Nanor C. Kamberian (8 years of practicing attorney in the State of
7 California with an hourly rate of \$350). From various motions to two mediations and an
8 appeal that was abandoned by Defendants, this case has crossed a decent course of litigation.
9 The billable hours, when multiplied by the respective hourly rates, amount to \$127,555 in
10 fees. That amount is almost 4 times the fee requested from this Court. Moreover, said billable
11 rates are reduced rates to those of the *Laffey Matrix* (for attorneys of like experience and years
12 of practice in the Los Angeles County), and there is no need for an application of a multiplier
13 to match the one third requested fee. Basically, the requested fees are about 26% of the
14 billable hours, or an amount multiplied by a reverse multiplier of 0.26 - which is an anomaly.

15 42. Mooradian Law, APC does not have any fee-splitting agreement with other counsel
16 for this matter. There are signed retainer agreements with Plaintiffs, which are for a
17 contingency recovery of more than 35% of the gross recovery. Mooradian Law, APC, as the
18 PAGA counsel, seeks a fee award calculated as a percentage of the total value of the
19 settlement for successful prosecution and resolution of all existing claims. Both California
20 State and Federal Courts have recognized that an appropriate method in determining an
21 attorney fee award may be based on the percentage on the total value of the benefits conferred
22 by the settlement. *Serrano v. Priest* (1997) 20 Cal. 3d 25-34 [Serrano III]; *Boeing Company*
23 *v. Van Gemert* (1980) 344 U.S. 472, 478; *Vincent v. Hughes Airwest, Inc.* (9th Cir. 1977)
24 557 F.2d 759, 769.

25 43. The California Supreme Court endorsed a fee award as a percentage of the common
26 Fund. The Court clarified “that when an attorney fee is awarded out of a common fund
27 preserved or recovered by means of litigation (internal citation omitted), the award is not per
28 se unreasonable merely because it is calculated as a percentage of the common fund.” *Laffitte*

1 v. Robert Half Int'l. Inc. (2016) 1 Cal. 5th 480, 486. Also “[t]hat the recognized advantages
2 of the percentage method...convince us that the percentage method is a valuable tool that
3 should not be denied in our trial courts.” Id. at 503.

4 44. The Common Fund Doctrine is predicated on the principle of preventing unjust
5 enrichment. When a litigant’s efforts create or preserve, or generate a fund from which others
6 derive benefits, he may require the passive beneficiaries to compensate those who created the
7 fund. Both California State and Federal Courts have embraced this Doctrine. *Serrano III*,
8 supra, at 35; Vincent, supra, at 769. Since *Serrano III*, supra, there has been a ground swell
9 of support for mandating the percentage of the fund approach in common fund cases. Both
10 State and Federal Court have found the percentage approach preferable to the Lodestar
11 because; (1) it aligns the interest of counsel and absent parties (PAGA Counsel and the
12 LWDA here); (2) it encourages efficient resolution of the litigation by providing an incentive
13 for early, yet reasonable, settlement; and (3) it reduces the demand on judicial resources. In
14 re Activision Sec. Litig. (N.D. Cal. 1989) 723 F Supp. at 1378-79.

15 45. I submit the PAGA settlement is fair, adequate, reasonable, and so too are PAGA
16 Counsel’s fees and costs. The settlement will provide adequate funding for the State of
17 California in meeting its enforcement duties of unlawful wage and hour practices and a
18 certain sum to the aggrieved employees for a case that presents nominal Labor Code
19 infractions. It is respectfully requested by this Court to enter an Order in accordance.

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

22 Executed on March 6, 2025, at Calabasas, California.

23  Zorik Mooradian

24 Zorik Mooradian

EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This settlement agreement (“PAGA Settlement Agreement”) is made and entered into between Plaintiffs Carlos Cruz and Natalio Cervantes (“Plaintiffs”) acting in their capacity as private attorney generals, and Defendants Zov’s Bistro, Inc., Zov’s Bistro II, Inc., and Zov’s Enterprises, Inc. (“Defendants”) (collectively, “Parties”).

I. DEFINITIONS

The following terms, when used in this PAGA Settlement Agreement, shall have the following meanings:

1. “Aggrieved Employees” means all individuals who worked for Defendants in California and who were classified as non-exempt employees at any time during the time period of September 13, 2020, until August 15, 2024. The Aggrieved Employees are estimated to consist of 587 individuals.
2. “PAGA Counsel” means the law firm of Mooradian Law, APC.
3. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees, their last know addresses, their last know telephone numbers, and the information necessary for the Settlement Administrator to prepare the Individual PAGA Payments to the Aggrieved Employees.
4. “Attorneys’ Expenses” means payment to PAGA Counsel from the Gross PAGA Settlement Amount and approved by the Court for incurred attorneys’ expenses and costs in connection with the PAGA Action.
5. “Attorneys’ Fees” means payment to PAGA Counsel from the Gross PAGA Settlement Amount and approved by the Court in the amount not to exceed one-third of the Gross PAGA Settlement Amount of \$100,000.00 (or \$33,333.33), for recoverable attorneys’ fees in connection with the PAGA Action.
6. “Court” means the Superior Court of California, County of Orange.
7. “Effective Date” means the date on which the settlement is approved and the Court’s order approving the settlement (“Judgment”) becomes final.
8. “Gross PAGA Settlement Amount” means the total sum of \$100,000 for payment of (i) the PAGA Payment, (ii) the Settlement Administration Expenses, (iii) Attorneys’ Fees, and (iv) Attorneys’ Expenses. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendants, and the filing of a claim form shall not be required for payment to the Aggrieved Employees.
9. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees from the total consisting of 25% of the PAGA Payment, to be distributed

proportionately based on the number of pay periods worked by the Aggrieved Employees during the PAGA Period.

10. “Judgment” means the order approving the settlement of the PAGA Released Claims pursuant to the terms of this PAGA Settlement Agreement and judgment entered by the Court.

11. “LWDA” means the California Labor Workforce Development Agency.

12. “LWDA Payment” refers to 75% of the PAGA Payment to be paid to the LWDA.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*

14. “PAGA Action” means the action entitled *Carlos Cruz, Natalio Cervantes v. Zov’s Bistro Inc., Zov’s Bistro II, Inc., Zov’s Enterprises, Inc. Armen Karmaradian et al.*, Superior Court of California, County of Orange, Case No. 30-2021-01233089-CU-OE-CXC.

15. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses, and the Settlement Administration Expenses. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA for civil penalties and 25% to the Aggrieved Employees as their Individual PAGA Payments. The Aggrieved Employees will be issued a form 1099 for their Individual PAGA Payments. The Individual PAGA Payments to the Aggrieved Employees are considered to be civil penalties and are therefore not subject to any payroll withholdings.

16. “PAGA Period” means the time period from September 13, 2020 until August 15, 2024.

17. “PAGA Released Claims” shall mean any and all claims relating to any and all facts and claims asserted in the PAGA Action or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for civil penalties under the PAGA, Labor Code § 2698 *et seq.*, that are based upon or arise from the factual allegations alleged in the Complaint and/or Plaintiffs’ LWDA PAGA Notice, arising during the PAGA Period, including for: the failure to pay overtime wages, failure to pay minimum wages (including any theories related to “off the clock work,” incorrect calculation of the “regular rate of pay,” or reporting time pay), failure to pay tips, meal period violations, rest break violations, sick leave violations, failure to pay/timely pay wages, failure to indemnify for expenditures, failure to provide accurate wage statements, failure to timely pay wages owed at time of termination/separation, misclassification of employees, and failure to accommodate seating, and for violation of and/or based on California Labor Code §§ 200, 201, 202, 203, 204, 204b, 210, 226, 226.7, 233, 246, 248.2, 351, 510, 512, 558, 1182.12, 1174, 1194, 1197, 1197.1, 1198, 2802, California Business and Professions Code §§ 17200, *et seq.*, and Sections 1, 11, 12, and 14 of the IWC Wage Orders.

18. “Released Parties” means Defendants and its current, former, and future owners, parents, subsidiaries, affiliates, and all their current, former and future officers, directors, members,

managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

19. “Settlement Administrator” means Phoenix Class Action Administration Solutions, or other mutually agreed upon qualified, third-party settlement administrator designated by the Parties to accept payment under the terms of this Agreement and distribute those funds in accordance with the terms of this agreement.

II. RECITALS

1. On September 13, 2021, Plaintiffs’ Counsel submitted a letter to the LWDA in compliance with California Labor Code section 2699.3. Plaintiffs seek to represent themselves and all aggrieved non-exempt employees who worked for Defendants during the PAGA Period.

2. After administrative remedies were exhausted under the procedures of the Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.*, on November 21, 2021, Plaintiffs filed this wage and hour PAGA action against Defendants in the Orange County Superior Court, asserting the following underlying claims on behalf of themselves and all aggrieved employees: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Pay Tips; (4) Meal Period Violations; (5) Rest Break Violations; (6) Sick Leave Violations; (7) Failure to Pay/Timely Pay Wages; (8) Failure to Indemnify for Expenditures; (9) Failure to Provide Accurate Wage Statements; (10) Failure to Timely Pay Wages Owed at Time of Termination/Separation; (11) Misclassification of Employees; (12) Failure to Provide Employment Records; (13) Failure to Accommodate Seating; (14) Violation of Labor Laws Giving Rise to an Action Under the PAGA.

3. On August 15, 2024, the Parties engaged in a mediation session before mediator Hon. Zaven Sinanian (Ret.). Through arms-length negotiations, the Parties represented by their respective counsel, recognized the substantial risk of an adverse result in the PAGA Action and reached an agreement to settle the PAGA Action which led to the signing of a Memorandum of Understanding.

4. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation and evaluation of this case, PAGA Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

5. Defendants deny, and continue to deny, each and every claim and contention alleged in the PAGA Action and have always maintained that they have never engaged in any unlawful acts regarding any of the matters alleged in the Action.

6. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees as alleged in the PAGA Action pursuant to this PAGA Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this PAGA Settlement Agreement shall be construed to be an admission by Plaintiffs that their claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendants specifically disclaims any such liability or wrongdoing. The Parties have entered into this PAGA Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This PAGA Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Neither this PAGA Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the PAGA Action or in any other action or proceeding; provided, however, this shall not prevent this PAGA Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this PAGA Settlement Agreement.

2. **Timing.** Within ninety (90) days after the Effective Date of this settlement, or as otherwise directed by the Court, Defendants shall deposit the Gross PAGA Settlement Amount into an interest-bearing escrow account with the Settlement Administrator. Within fourteen (14) days after the Effective Date of this settlement, Defendants shall provide the Aggrieved Employee List to the Settlement Administrator.

3. **PAGA Demographics.** Defendants have represented that the Aggrieved Employees consist of approximately 587 employees who worked approximately 14,537 pay periods during the PAGA Period.

4. **Payments From the Gross PAGA Settlement Amount.** The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. **PAGA Payment:** The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses and the Settlement Administration Expenses, which shall be paid in full settlement of the PAGA Released Claims. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) One Hundred Percent (100%) of the PAGA Payment shall be paid as a Labor Code section 2699 payment, with 75% of this amount being paid to the LWDA and 25% being paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based

on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period. This amount shall constitute resolution of all remedies available under Labor Code section 2699 and preclude pursuit by Aggrieved Employees of any PAGA Released Claims.

- (2) The settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this PAGA Settlement Agreement as Individual PAGA Payments are attributable as civil penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendants are not responsible for any employer-side taxes in connection with any Individual PAGA Payments under this PAGA Settlement Agreement.

b. **Attorneys' Fees and Attorneys' Expenses:** Subject to the Court's approval, one-third of the Gross PAGA Settlement Amount of \$100,000.00, which is presently \$33,333.33, shall be paid to PAGA Counsel for payment of Attorney's Fees, and up to \$18,000 shall be paid to PAGA Counsel for payment of Attorneys' Expenses as set forth in the client's billing statement (pursuant to Declarations by PAGA Counsel) incurred in prosecuting the PAGA claims. Defendants shall not oppose Plaintiffs' request for Attorneys' Fees and Attorneys' Expenses in these amounts, provided that those amounts are expenses actually incurred in connection with the PAGA Action. In the event that Court reduces the amount of Attorneys' Fees or Attorneys' Expenses, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendants. This payment will be reported on IRS Form 1099. PAGA counsel will be responsible for submitting all documents to support their request for Attorney's Fees and reimbursement of Attorneys' Expenses. The Attorney's Fees and Attorneys' Expenses for approval by the Court shall encompass all work performed, and costs and expenses, related to the investigation, prosecution, and settlement of the PAGA Action incurred through dismissal of the PAGA Action with prejudice. In the event that the court does not approve of the requested Attorney's Fees and Attorneys' Expenses, or the Court alters the payment methodology described herein, PAGA Counsel agrees not to seek additional review of the amount approved by the Court, and this Settlement will be enforceable. Except as set forth herein, each party shall bear their own costs and fees of this PAGA Action.

c. **Settlement Administration Expenses:** Settlement Administration Expenses shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount not to exceed \$8,000 ("Settlement Administration Expenses"), subject to Court's approval. The Parties agree that the Settlement Administration Expenses shall be paid from the Gross PAGA Settlement Amount. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement administrator to implement and complete the settlement process according to the terms of this PAGA Settlement Agreement, to calculate payments to individual Aggrieved Employees,

any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for Aggrieved Employees and any other related fees and costs. In the event that the Settlement Administration Expenses of less than \$8,000 is approved, or if the actual cost to administer the settlement is less than \$8,000, the difference will be added to the PAGA Payment.

d. **Representative PAGA Release.** Upon the date of entry of an order by the Court in this PAGA Action approving this PAGA Settlement Agreement, the LWDA and the Aggrieved Employees, including Plaintiffs, fully release and forever discharge Released Parties from any and all PAGA Released Claims. As a result of this release, the Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the PAGA Released Claims that took place during the PAGA Period. **In no event shall the PAGA Released Claims in this PAGA Settlement Agreement release any claim that is not a PAGA Claim.**

e. In addition to the Gross PAGA Settlement Amount, in exchange for a general release of any and all claims related to their employment other than those that cannot be released as a matter of law, Defendants have agreed to separately settle the Plaintiffs' individual claims for \$27,000.00 to Natalio Cervantes and \$48,000.00 to Carlos Cruz. The award is in addition to the Plaintiffs' share of the Gross PAGA Settlement Amount. However, Plaintiffs shall not receive any service award or representative enhancement as part of the PAGA payment.

5. **Covenants and Representations by Plaintiffs and PAGA Counsel.**

a. Plaintiffs represent and warrant that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this PAGA Settlement Agreement. Plaintiffs also represent and warrant that there are no liens or encumbrances on the Gross PAGA Settlement Amount.

b. Plaintiffs acknowledge that they have read this PAGA Settlement Agreement, that they fully understand their rights, privileges and duties under the PAGA Settlement Agreement, and enter into this PAGA Settlement Agreement freely and voluntarily. Plaintiffs further acknowledge that they have had the opportunity to consult with their attorneys to explain the terms of this PAGA Settlement Agreement and the consequences of signing this PAGA Settlement Agreement.

c. Plaintiffs further agree to seek a Judgment in the PAGA Action on the PAGA Released Claims.

6. **No Publicity.** Plaintiffs and PAGA Counsel shall not publicize the settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If counsel for any party receives an inquiry about the settlement from the media, counsel may respond only

after the Motion has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendants from making any required disclosure.

7. **Court Approval of the PAGA Payment.** Subject to Defendants' review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing the Motion with the proposed Judgment. PAGA Counsel will provide Defendants' counsel with an opportunity to propose revisions to that Motion before it is filed. This Motion shall also be served on the LWDA when filed with the Court.

8. **Court Approval of the PAGA Settlement.** The PAGA Settlement Agreement is contingent upon the approval by the Court. A failure of the Court to approve any material condition of this PAGA Settlement Agreement shall render the entire PAGA Settlement Agreement voidable and unenforceable as to Plaintiffs and Defendants. However, if the Court does not approve the PAGA Settlement Agreement, the Parties shall request leave to work jointly to attempt to modify the PAGA Settlement Agreement in order to obtain the Court's approval. Each party may exercise its option to void this PAGA Settlement Agreement as provided above by giving notice, in writing, to the other parties, and to the Court, within five (5) days after the Order granting approval of the PAGA Settlement Agreement has been received by the party seeking to void the PAGA Settlement Agreement.

9. **Escalation of Gross PAGA Settlement Amount.** Defendants estimate the Aggrieved Employees represents approximately 14,537 pay periods as of August 15, 2024 and this estimate serves as the basis for Plaintiffs accepting the settlement. Should the number of pay periods increase by more than 10%, the payout will increase proportionately over the 10% grace (i.e., meaning if pay periods increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendants may alternatively choose to end the PAGA Period on the date that the increase would otherwise be triggered.

IV. ADMINISTRATION OF SETTLEMENT

1. After the execution of this PAGA Settlement Agreement, Plaintiffs shall file the Motion and will submit the Motion and this PAGA Settlement Agreement to the LWDA consistent with Labor Code § 2699(1)(2).

2. The Settlement Administrator will administer the settlement and shall be paid for Settlement Administration Expenses, which are estimated to not exceed \$8,000. Defendants will provide the Aggrieved Employee List to the Settlement Administrator within 30 days of the Effective Date. The contact information of Aggrieved Employees is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this PAGA Settlement Agreement.

3. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter

which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address based on the National Change of Address Database for information to update and correct for any known or identifiable address changes, including, but are not limited to, using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance shall be distributed to the California State Controller Unclaimed Property Fund within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those members of the Aggrieved Employees who did not cash their checks, until such time that they claim their property. If requested by the Court, PAGA Counsel and Defendants' Counsel shall report to the Court the total value of checks cashed by the Aggrieved Employees (and the total amount that was uncashed by the Aggrieved Employees) at a date set by the Court after the close of the 180-day period.

4. The Settlement Administrator will mail the notice attached hereto as **Exhibit A** together with the Individual PAGA Payment to the Aggrieved Employees at their last known address, together with their Settlement Payments.

5. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from Defendants, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount the Settlement Administrator will pay itself the Settlement Administration Expenses.

6. The Settlement Administrator shall not disburse any settlement funds except as provided herein, as ordered by the Court, or as agreed upon, in writing by the Parties. Subject to further orders and/or directions as may be made by the Court, the Settlement Administrator is authorized to execute such transactions on behalf of the Aggrieved Employees as are consistent with the terms of this PAGA Settlement Agreement.

7. No later than January 31 of the year following payment of their individual portion of the PAGA Payment, the Settlement Administrator will prepare and issue IRS Form 1099 to Aggrieved Employees who received a payment.

8. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

9. Defendants make no representations or warranties with respect to tax consequences of any payment under this PAGA Settlement Agreement. Aggrieved Employees, PAGA Counsel, and Settlement Administrator shall be solely and legally responsible for paying all applicable taxes on their respective share of the payment from the Gross PAGA Settlement Amount. Aggrieved Employees release any and all claims that they may have against Defendants for any claims,

demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this PAGA Settlement Agreement or any compensation provided at any time by Defendants or any of the Released Parties. If an Aggrieved Employee has questions about any liability to any state or federal taxing authority, they should contact the Settlement administrator. Aggrieved Employees should not contact Defendants, any of the Released Parties, or Defendants' Counsel.

10. Each party to this PAGA Settlement Agreement acknowledges and agrees that (1) no provision of this PAGA 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 shall 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) each party to this PAGA Settlement Agreement (a) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this PAGA Settlement Agreement, (b) has not entered into this PAGA 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 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 the PAGA Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. Drafting. The Parties agree that the terms and conditions of this PAGA Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties taking into account all relevant factors, present and potential, and that neither Party shall be considered the "drafter" of this PAGA Settlement Agreement for purposes of having terms construed against that Party. The parties agree that none of the documents provided to them by Defendants shall be sued for any purpose other than the settlement of this PAGA Action. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigations against Defendants or the Released Parties.

2. No Impact on Benefit Plans. Neither the PAGA Settlement Agreement nor any amounts paid to Plaintiffs or any Aggrieved Employee under the PAGA Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this PAGA Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plans, policy, or bonus program. Defendants retain the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this PAGA Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans,

policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this PAGA Settlement Agreement.

3. Successors. This PAGA Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

4. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this PAGA Settlement Agreement and in connection with the PAGA Action and Plaintiffs' claims, except as otherwise set forth specifically herein.

5. Authority. Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this PAGA Settlement Agreement. Plaintiffs represent and warrant that they have the capacity to act on their own behalf and on behalf of all who might claim through them to bind them to the terms and conditions of this PAGA Settlement Agreement.

6. Governing Law. This PAGA Settlement Agreement shall be construed under and governed by the laws of the State of California. This PAGA Settlement Agreement shall be deemed to have been entered into in Orange County California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this PAGA Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this PAGA Settlement Agreement, it shall be brought in the State of California, County of Orange.

7. Complete Agreement. The Parties acknowledge and represent that this PAGA Settlement Agreement and any attached exhibits contain the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This PAGA Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest. This Settlement Agreement supersedes the Memorandum of Understanding previously signed by the Parties. No oral or written representations, warranties or inducements have been made to any party concerning this PAGA Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

8. Judgment and Continued Jurisdiction. After approval of this settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this PAGA Settlement Agreement. The Parties expressly consent to said jurisdiction of the Court.

9. 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 PAGA Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this PAGA Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this PAGA Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the PAGA Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the PAGA Action, or on any supplemental provisions that may become necessary to effectuate the terms of this PAGA Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

10. Execution and Counterparts. This PAGA Settlement Agreement is subject only to the execution of all Parties. However, the PAGA Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic, facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this PAGA Settlement Agreement is a fair, adequate, and reasonable settlement of the PAGA Action and have arrived at this PAGA Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this PAGA Settlement Agreement.

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

13. Waiver. No rights under this PAGA Settlement Agreement may be waived except in writing. No waiver of any condition or covenant contained in this PAGA Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

14. Severability. If any term or provision of this PAGA Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this PAGA Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the PAGA Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this PAGA Settlement Agreement. Accordingly, this PAGA Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the

arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this PAGA Settlement Agreement.

16. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this PAGA Settlement Agreement, and that this PAGA Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

17. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this PAGA Settlement Agreement and receive approval from the Court.

18. Submission to the LWDA. Within 10 days after entry of a Judgement or Order approving, denying, or modifying the award of civil penalties contemplated by this settlement, Plaintiffs shall submit a copy of the Judgement or Order to the LWDA pursuant to Labor Code § 2699(I)(3).

19. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this PAGA Settlement Agreement, and further intend that this PAGA Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this settlement agreement under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

21. Disputes. Any dispute between the parties as to the remaining terms of the settlement agreement shall be presented to the mediator for resolution.

22. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the PAGA Settlement Agreement, Plaintiffs and Defendants hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

23. Stay of Litigation. The Parties agree that the continuing litigation of the PAGA Action shall be stayed and that the time to bring the PAGA Action to trial shall be extended pending the outcome of the settlement process.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that they/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: _____

NATALIO CERVANTES

PLAINTIFF:

Dated: _____

CARLOS CRUZ

DEFENDANTS:

Dated: 12/19/2024

ZOV'S BISTRO, INC., ZOV'S BISTRO II,
INC., ZOV'S ENTERPRISES INC.

By: 

DEFENDANT:

Dated: 12/19/2024


ARMEN KARAMARDIAN

IN WITNESS THEREOF, the Parties each acknowledge that they/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

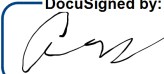
PLAINTIFF:

Dated: _____

NATALIO CERVANTES

PLAINTIFF:

Dated: 12/13/2024

DocuSigned by:

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CARLOS CRUZ

DEFENDANTS:

Dated: _____

ZOV'S BISTRO, INC., ZOV'S BISTRO II,
INC., ZOV'S ENTERPRISES INC.

By: _____

DEFENDANT:

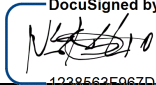
Dated: _____

ARMEN KARAMARDIAN

IN WITNESS THEREOF, the Parties each acknowledge that they/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this PAGA Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 12/13/2024

DocuSigned by:

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NATALIO CERVANTES

PLAINTIFF:

Dated: _____

CARLOS CRUZ

DEFENDANTS:

Dated: _____

ZOV'S BISTRO, INC., ZOV'S BISTRO II,
INC., ZOV'S ENTERPRISES INC.

By: _____

DEFENDANT:

Dated: _____

ARMEN KARAMARDIAN

EXHIBIT B



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Aggrieved Members	648
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	648
Subtotal Admin Only	\$7,250.00

Invoice Total **\$7,250.00**

March 3, 2025

Case: Cervantes v. Zov's Bistro PAGA Administration wTranslation INVOICE

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$52.45	1	\$52.45
Call Center & Long Distance	\$2.00	16	\$32.40
NCOA (USPS)	\$150.00	1	\$150.00
Language Translation	\$250.00	1	\$250.00
Total			\$984.85

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	648	\$162.00
Notice and Check Packet	\$1.25	648	\$810.00
Estimated Postage (up to 1 oz.)*	\$0.69	648	\$447.12
Total			\$1,669.12

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.00	65	\$64.80
Remail Notice Packets	\$1.00	65	\$64.80
Estimated Postage	\$0.69	65	\$44.71
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$474.31

Database Programming

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	2	\$250.00
Case Manager	\$85.00	2	\$170.00
Total			\$420.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$75.00	2	\$150.00
Check Run Setup & Printing	\$125.00	3	\$375.00
Total			\$1,215.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	3	\$375.00
Remail Undeliverable Checks (Postage Included)	\$2.65	65	\$171.72
Case Associate	\$55.00	3	\$165.00
Reconcile Uncashed Checks	\$95.00	4	\$380.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$80.00	1	\$80.00
Final Reporting & Declarations	\$100.00	2	\$200.00
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$500.00	1	\$500.00
Escheat State Controller	\$415.00	1	\$415.00
Total			\$2,486.72

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,250.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT C

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

*Carlos Cruz, Natalio Cervantes v. Zov's Bistro, Inc., Zov's Bistro II, Inc. and
Zov's Enterprises Inc., et al.*

(Orange County Superior Court, Case No. 30-2021-01233089-CU-OE-CXC)

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Carlos Cruz and Natalio Cervantes ("Plaintiffs") on behalf of themselves, the State of California, and all other "aggrieved employees" against Zov's Bistro, Inc., Zov's Bistro II, Inc., and Zov's Enterprises Inc. ("Defendants").

In this lawsuit, Plaintiffs allege that Defendants violated the California Labor Code by: (1) failing to pay overtime wages, (2) failing to pay minimum wages, (3) failing to pay tips, (4) meal period violations, (5) rest break violations, (6) sick leave violations, (7) failing to pay/timely pay wages, (8) failing to indemnify for expenditures, (9) failing to provide accurate wage statements, (10) failing to timely pay wages owed at time of termination/separation, (11) misclassification of employees, and (12) failing to accommodate seating. Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the Private Attorneys General Act ("PAGA").

Defendants deny these allegations. Defendants maintain that they were in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not made a determination about Plaintiffs' allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

You are receiving this Notice because you are in the group of employees referred to as the "Aggrieved Employees," which is defined as: all individuals who worked for Defendants in California and who were classified as non-exempt employees at any time during the time period of September 13, 2020, until August 15, 2024.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Pursuant to the terms of the Settlement Agreement, your individual PAGA payment is estimated to be <<**CheckAmount**>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number pay periods worked by each member of the PAGA Group in the PAGA Period divided by the total number of pay periods worked by all members of the PAGA Group.

"PAGA Period" refers to the time period from September 13, 2020, to August 15, 2024.

III. RELEASE

The Court has approved the parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, the LWDA and members of the Aggrieved Employees, including Plaintiffs, fully release and forever discharge the Released Parties from any and all PAGA Released Claims. As a result of this release, members of the Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*, for any violations of the PAGA Released Claims that took place during the PAGA Period.

"Released Parties" means Defendants and its current, former, and future owners, parents, subsidiaries, affiliates, and all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives.

"PAGA Released Claims" means any and all claims relating to any and all facts and claims asserted in the PAGA Action or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for civil penalties under the PAGA, Labor Code § 2698 *et seq.*, that are based upon or arise from the factual allegations alleged in the Complaint and/or Plaintiffs' LWDA PAGA Notice, arising during the PAGA Period, including for: the failure to pay overtime wages, failure to pay minimum wages (including any theories related to "off the clock work," incorrect calculation of the "regular rate of pay," or reporting time pay), failure to pay tips, meal period violations, rest break violations, sick leave violations, failure to pay/timely pay wages, failure to indemnify for expenditures, failure to provide accurate wage statements, failure to timely pay wages owed at time of termination/separation, misclassification of employees, and failure to accommodate seating, and for violation of and/or based on California Labor Code §§ 200, 201, 202, 203, 204, 204b, 210, 226, 226.7, 233, 246, 248.2, 351, 510, 512, 558, 1182.12, 1174, 1194, 1197, 1197.1, 1198, 2802, California Business and Professions Code §§ 17200, *et seq.*, and Sections 1, 11, 12, and 14 of the IWC Wage Orders.

The foregoing releases do not however affect any claims for unpaid or underpaid wages, which are expressly preserved, and the Settlement is without prejudice to the pursuit of any such claims.

IV. SETTLEMENT ADMINISTRATOR

You may call the Settlement Administrator, toll free at 1 (XXX) XXX-XXXX, with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the Controller of the State of California within thirty (30) calendar days of their expiration, to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, for the benefit of those members of the PAGA Group who did not cash their checks, until such time that they claim their property. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

**PLEASE DO NOT CONTACT THE COURT
ABOUT THIS NOTICE**

EXHIBIT D

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-844393-21
Plaintiff for PAGA Case: Carlos Cruz, Natalio Cervantes
Filer/Attorney for PAGA Case: Zork Mooradian
Law Firm for PAGA Plaintiff: Mooradian Law, APC
Employer: ZOV'S BISTRO, INC.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2021-01233089-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 03/16/2023 03:58:08 PM by Zork Mooradian	Conformed Cruz v. Zovs.pdf	3/16/2023 10:58 PM	Court Complaint
PAGA Notice Submitted on 09/13/2021 02:04:13 PM by Zork Mooradian	ZOV'S Bistro Paga Letter.pdf	9/13/2021 9:04 PM	PAGA Notice

EXHIBIT E

MOORADIAN LAW, APC
Mooradianlaw.com

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030

Attorney Zorik Mooradian/Case #: 30-2021-01233089-CU-OE-CXC			
Date	\$ Costs	Atty. Hrs.	Activity on File/Case
2/11/2021		0.70	Intake of Natalio Cervantes and Memo to File
2/12/2021		0.30	Office meeting with Claudia regarding retention and issues
4/28/2021		1.00	Intake of Carlos Cruz and Memo to File
6/16/2021		0.70	Attention to Retention Documents
6/18/2021	\$ 6.96		Certified LC 226 Letter to Employer
7/12/2021		0.60	Received clients' employment records from defense.
7/13/2021		0.60	In-office meeting to discuss case claims/Individual/PAGA/FEHA
9/1/2021		0.10	e-mail to defense counsel re Arb. K and need for additional records.
9/1/2021		0.30	Letter to Grace Haroupian/Defense counsel and follow up
9/2/2021		0.10	e-mails exchange re arbitration issues - meet and confer
9/3/2021		1.20	Reviewed employment records
9/13/2021	\$ 75.00		PAGA Notice Submission fee with LWDA
9/13/2021	\$ 8.56		Certified PAGA Notice - 1
9/13/2021	\$ 8.56		Certified PAGA Notice - 2
9/13/2021	\$ 8.56		Certified PAGA Notice - 3
9/13/2021	\$ 8.56		Certified PAGA Notice - 4
9/13/2021		0.10	communication re PAGA Notice Letter
9/13/2021		0.70	Research and review of file re PAGA
9/13/2021		1.30	Finalized PAGA Notice and Submission to LWDA
9/21/2021		0.20	Exchange re early mediation and related scope
9/22/2021		0.70	Office meeting re enforceability of the Arb. Ks.
9/30/2021		0.20	Exchange with Defense counsel re production
9/30/2021		0.50	Conference call with Sean and Grace/Defense counsel re Arbitration
10/22/2021		0.30	Series of emails on file re several issues, including FEHA
11/3/2021		0.10	Conference call re production and copies of both arb. Agreements
11/11/2021		0.10	Attention to Cruz' pay stubs
11/13/2021		0.60	Reviewed multiple page summary and timeline from Drina Hanson
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 1
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 2
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 3
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 4
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 5
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 6
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 7
11/18/2021	\$ 7.33		FEHA Notice to Employer/Certified - 8
11/18/2021		3.00	Finalized and Filed DFEH Complaint/Matter No. 202111-15439318
11/30/2021	\$ 1,449.25		Complaint filing fee/One Legal
12/6/2021	\$ 14.25		Electronic Court filing service charge by One Legal

MOORADIAN LAW, APC
Mooradianlaw.com

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030

12/10/2021	\$ 14.25		Electronic Court filing service charge by One Legal
12/22/2021		0.30	Att. to Minute Order/CMC for 3/9/22/ and comm. w/defense counsel.
1/12/2022		0.40	Exchange with Defense counsel re Answer and Arbitration Motion
1/24/2022		0.20	Review Answers received from Defendants and memo to file
2/16/2022		0.30	Received letter from Mediator Todd Smith and follow up re Mediation
2/17/2022		0.10	Review Engagement Docs from mediator
3/3/2022	\$ 14.25		Electronic Court filing service charge by One Legal
3/3/2022		0.50	Prepared joint status conf. report and revisions
3/9/2022	\$ 14.25		Electronic Court filing service charge by One Legal
3/9/2022		1.00	Appearance at the hearing. Report to Defense for failure to appear. Continued to 7/20/22. OSC re failure to appear.
3/10/2022	\$ 94.00		Court call fee
4/7/2022		0.50	Exchange re PAGA records and memo to file
4/7/2022		1.00	Reviewed file and drafted itemized letter re informal discovery exchange
4/11/2022	\$ 7,000.00		Mediator Todd Smith/First Mediation Session/Plaintiffs' Share
4/22/2022		0.40	Discussion with Defense counsel re Informal Discovery
4/22/2022		0.50	Drafted office Memo re conference call with Defense/Further actions
5/10/2022		0.30	Receipt and prelim. Review of the Informal Production
5/17/2022		0.40	Client conference re upcoming mediation
5/22/2022		4.30	Prepared Mediation Brief
5/26/2022		8.50	Mediation (full day). No settlement.
5/27/2022		0.30	Office meeting/re witnesses and statements
6/23/2022		0.40	Review of records from client/re claims/read witness statement
6/29/2022		0.70	Received and reviewed/letter from Fisher and Phillips/reviewed records
7/10/2022		0.30	Prepared and revised Joint Status Report
7/13/2022	\$ 16.75		Electronic Court filing service charge by One Legal
9/12/2022		0.60	Prelim. Review of the Motion to Compel Arbitration
9/13/2022		0.50	Office meeting re Defendants' in Motion to Compel Arb.
9/29/2022	\$ 14.75		Electronic Court filing service charge by One Legal
10/10/2022		0.50	Discussion and review of the Reply/related arguments for the hearing
10/14/2022		2.20	Review Court's Tentative Ruling re Defendants' Motion to Compel Arb. (5 pgs.). Prepare for and appear via Zoom at the Motion to Compel Arb. with Andrina Hanson from our office.
10/14/2022		0.10	Review Court's Nunc Pro Tunc Order
10/14/2022		0.10	Review Court's order re Defendants' Motion to Compel Arb.
10/15/2022		0.30	Prepared and finalize Joint Status Report
10/15/2022		0.80	Prepared research Memo. Re Declarations of Defense/Credibility issue
10/17/2022	\$ 14.75		Electronic Court filing service charge by One Legal
10/18/2022		0.10	Review Court's order continuing 10/24/22 status conf. to 12/2/22
10/21/2022	\$ 50.50		Electronic Court filing service charge by One Legal

MOORADIAN LAW, APC
Mooradianlaw.com

24007 Ventura Blvd., Suite 210, Calabasas, CA 91302/Tel. 818.487.1998 - Fax 888.783.1030

10/30/2022		0.20	Review of the hearing transcript and memo to file
10/31/2022	\$ 108.00		Court Reporter's Fee/Kusar
11/1/2022		0.40	Office meeting re Opposition to the Supplemental Brief
11/10/2022		0.50	Attention to the Opposition to Supp. Brief
11/14/2022	\$ 16.75		Electronic Court filing service charge by One Legal
11/15/2022	\$ 342.00		Court Reporter's Fee/Hines
12/1/2022		0.30	Review court's tentative Ruling re Defendants' Motion and discussion
12/2/2022		1.00	Prepared for and appeared at the Arbitration Hearing/after supp. Filings
12/15/2022		0.30	Communication with Defense counsel re litigation plan
12/15/2022		0.50	Meet and confer/Defense counsel re Litigation Plan/Per Court Order
12/23/2022		0.20	Receipt and review Notice of Appeal and office discussion
12/30/2022		0.30	Review of Defendants' Notice Designating Record on Appeal
12/30/2022		1.20	Prepared the records and meeting with staff re appeal
1/17/2023		0.10	Reviewed Default Notice from Appellate Court
1/24/2023	\$ 15.20		Electronic Court filing service charge by One Legal
1/24/2023		0.20	Prepared joint status conf. report and revisions
1/25/2023		0.10	Review Court's Minute Order/cont. 1/31/23 Status Conf. to 4/25/23
2/22/2023	\$ 165.50		Clerk's Transcript Fee for Appeal
3/1/2023		0.20	Reviewed Clerk Transcript on Appeal
3/16/2023		0.10	Review Notice from App. Court re Record of Appeal being filed.
3/24/2023		0.50	Follow up call with Mediator/Negotiations
4/17/2023		0.20	Exchange with Defense counsel re submitting Cruz' claims to arb.
4/19/2023		0.10	Review Court's Minute Order continuing 4/25/23 status conf. to 9/28/23
4/20/2023		0.10	Review Defendants' stip re extension to file Appellate Brief
4/20/2023		0.50	Review file/Exchange and selection of Arbitrator for FEHA
4/26/2023		0.50	Telephone conference with Carlos Cruz and memo to file
5/18/2023		0.30	Comm. With Defense counsel/filing a CCP 1281.6 petition to have an arbitrator appointed.
5/23/2023		0.20	Conference re Defense counsel's request for a phone conf.
5/25/2023		0.10	Review Order of Dismissal issued by the Appellate Court
5/25/2023		0.20	Reached out to the defense counsel re dismissal of appeal
6/30/2023		0.70	Series of emails/Selection of Judge Glenda Sanders (Ret.)/Arbitrator
8/10/2023		0.30	Review list of potential witnesses and expected testimony
9/1/2023	\$ 400.00		JAMS Payment for Claimant's share
9/7/2023		0.30	Client conference re status
9/18/2023		1.00	Prepared Demand for Arbitration JAMS re engagement of arbitrator.
9/18/2023		1.00	Series of communications with JAMS/Hon. Glenda Sanders/Mgr.
9/21/2023		0.30	Prepared and revied Joint Status Report. Ready for filing.
9/22/2023	\$ 17.20		Electronic Court filing service charge by One Legal
9/22/2023		0.20	Follow up with the proof of service re Arbitration Demand
9/27/2023		0.10	Review email from JAMS re status of arb. case

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9/28/2023		1.00	Prepared for & appeared in Court/Further Status Conf. was cont.2/28/24
9/28/2023		0.60	Receipt and review of the Arbitration initiation package and JAMS rules
10/2/2023		0.30	Received and reviewed Answer to Arbitration with JAMS/Memo to file
11/3/2023		0.30	Reviewed research re Defendants' failure to pay Arb. fees .
11/4/2023		0.70	Research and Memo on CCP Section 1281.98
11/17/2023		0.20	Addressing deposit owed by Defendants to JAMS
12/6/2023		0.10	Review email from JAMS re dates for Arb. Mgt. Conf.
12/13/2023		0.30	Arb. Mgt. Conf. set for 1/23/24. Reviewed the pre-scheduling order
1/9/2024		0.20	Review of ZB's Response to RFP (Set 1) -- 56 pages
1/9/2024		0.20	Review of ZB II's Response to RFP (Set 1) 57 pages
1/9/2024		0.30	Examination of 364 pages of document productions
1/31/2024		1.30	Prepared for and appeared at scheduling conf. w/Judge Sanders/JAMS
2/22/2024		0.20	Prepared Joint Status Report to be filed with Court
2/28/2024		1.00	Prepared for and appeared at Further Status Conf./continued to 6/27/24
3/4/2024		0.60	Conference call with Sean Kingston re discovery plan
3/5/2024		0.10	Review email from Defense counsel proposing a 2nd Mediation
3/11/2024		0.30	Memo to file re conversation with client and status
3/12/2024		0.20	Attention to the Protective Order
3/12/2024		0.30	Review file/examination of the proped Joint Discovery plan/2nd Med.
3/13/2024		1.00	Redline revisions made to the proposed Protective Order
3/13/2024		0.10	Review emails re agreement re Mediator for 2nd Mediation
3/14/2024		0.50	Office meeting re additional second session of mediation
3/14/2024		0.3	Calls regarding and letter to Judge Sanders re Arbitration cont. per stip.
3/18/2024		0.10	Review Notice of Ruling.6/27/24/ Trial Prep. 2/14/25/Trial on 2/24/25.
3/18/2024		0.50	Prepared and Filed Notice of Ruling
3/21/2024	\$ 17.20		Electronic Court filing service charge by One Legal
4/2/2024		0.50	Office meeting and Memo to File
4/12/2024	\$ 6,700.00		Signature Resolutions/Second Session of Mediation/Plaintiffs' Share
4/19/2024		0.50	Zoom video with Defense counsel re additional production for Med. 2
5/10/2024	\$ 2.00		Electronic Court filing service charge by One Legal
5/23/2024		0.50	Review of additional records and comm. Re 2nd Mediation session
5/25/2024		4.20	Prepared for Mediation - tomorrow
6/19/2024		0.20	Received data/PAGA count/for Mediation 2
6/20/2024		0.30	Prepared and revised Joint Status Conf. Statement
6/21/2024		0.10	Review Court's Minute Order containing Status Conf. to 9/30/24
6/28/2024		1.20	Received PAGA data and docs from Defense counsel
8/9/2024		0.10	Review email from Defense counsel with updated PAGA data
8/13/2024		3.20	Prepared Mediation Brief - 2nd Mediation Brief
8/14/2024		4.20	Prepared for Mediation - tomorrow/review of file, records, data, analysis
8/15/2024		8.00	Second Mediation (full day). Settled. MOU
8/16/2024		1.00	Redline revisions to the settlement agreement

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8/18/2024		0.80	Further revisions to the settlement agreement
9/4/2024		0.10	Review email from JAMS re case status
9/16/2024	\$ 20.20		Electronic Court filing service charge by One Legal
9/16/2024		0.30	Prepared Joint Status Report and Revisions
10/30/2024		1.50	Redline revisions to the PAGA Settlement Agreement
10/30/2024		0.10	Review emails re discussions re PAGA class Administrator
11/26/2024		0.20	Prepared and filed Joint Status Report
11/29/2024	\$ 19.20		Electronic Court filing service charge by One Legal
12/2/2024		0.70	Additional changes to the PAGA Settlement Agreement
12/2/2024		0.20	Communications with the Defense counsel
12/13/2024		0.80	PAGA Agreement finalized
12/30/2024		0.10	Signed PAGA Agreements received from clients
2/3/2025	\$ 21.20		Electronic Court filing service charge by One Legal
2/14/2025	\$ 21.20		Electronic Court filing service charge by One Legal
		90.70	
	\$16,737.49		

EXHIBIT F

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			Attorney Andrina G. Hanson/Case #: 30-2021-01233089-CU-OE-CXC
Date	\$ Costs	Atty. Hrs.	Activity on File/Case
7/12/2021		0.10	Received clients' employment records from defense.
7/13/2021		0.60	In-office meeting w/ ZM to discuss case -- Individual claims, PAGA claims and FEHA claim re Cruz
9/1/2021		0.10	Review e-mail from ZM to Defense counsel re Arb. K and need for additional records.
9/2/2021		0.10	Review e-mails re Defense counsel asking for the basis of Plaintiffs' claims.
9/3/2021		4.50	Review employment records (142 pgs re Cruz, 108 pgs. Re Cervantes) sent by D in response to Labor Code 226 demand. Prepare summary of issues. (8 pgs)
9/12/2021		0.60	Research business locations and I.D. potential defendants (business and indiv.) re wage and hour violations for PAGA Notice Letter.
9/12/2021		3.50	Prepare draft of PAGA Notice Letter (14 pgs.) re both Cruz and Cervantes for ZM review.
9/13/2021		0.10	PAGA Notice Letter finalized by ZM and filed.
9/13/2021		0.10	Reviewed email from ZM to Defense counsel attaching PAGA Notice Letter
9/20/2021		0.10	Review email from Defense counsel to ZM. D is open to early resolution.
9/21/2021		0.10	Review email from ZM to Defense counsel re needing PAGA records before case can be resolved.
9/22/2021		0.70	Discussion w/ ZM to re enforceability of the Arb. Ks. Missing pg. 1 of the 6/12/19 Arb. K.
9/30/2021		0.20	Review email from ZM re discussions w/ Defense counsel re production of informal discovery for purposes of mediation.
10/21/2021		0.20	Review email from ZM to Defense counsel re potential mediators and filing of complaint after the 65 day waiting period
10/22/2021		0.10	Review email from ZM to Defense counsel - will be filing complaint after the PAGA 65 day waiting period ends and after obtaining a right to sue letter from the DFEH.
10/29/2021		0.10	Mediator agreed on are not available
11/3/2021		0.10	Conference with ZM re status of records. Email to Defense counsel re needing wage statements.
11/3/2021		1.70	Prepare list of witnesses/offenders and timeline of events re Cruz' FEHA claims.

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11/4/2021		2.20	Conference with Cruz re FEHA allegations and I.D. of FEHA offenders and witnesses.
11/9/2021		0.30	Follow-up conference with Cruz re witnesses.
11/11/2021		0.10	Review email from Defense counsel re Cruz' pay stubs
11/16/2021		0.30	Follow-up with Cruz re accuracy of paystubs
11/16/2021		2.80	Prepare DFEH complaint (4 pages) re Cruz' sexual misconduct allegations for filing. Obtain right to sue letter.
11/17/2021		8.60	Prepare Complaint for filing (13 individual causes of action + PAGA cause of action + FEHA causes of action). File on 11/22/21 after 65 day waiting period re PAGA claims.
11/18/2021		0.10	Review email from DFEH re confirming filing of DFEH complaint
11/18/2021		0.10	Review email from ZM to Defense counsel sending copy of DFEH complaint and Right to Sue letter received from the DFEH
11/22/2021		0.10	Confirmation that Complaint filed in Superior Court
12/6/2021		0.10	Complaint served on Defendants with Acknowledgment and Receipt
12/8/2021		0.10	Review email from ZM to Defense counsel re moving forward on case
12/20/2021		0.10	Review email from ZM to Defense counsel requesting return of Acknowledgement and Receipt re Complaint. Response email stating it will be sent shortly.
12/22/2021		0.10	Review Minute Order from Court setting CMC for 3/9/22. Emailed to Defense counsel.
12/27/2021		0.10	Notice of Ack. & Receipt signed and returned by Defense counsel
1/5/2022		0.10	Review exchange re agreement and selection of a mediator
1/12/2022		0.10	Review email from ZM to Defense counsel inquiring as to when Defendants are going to file an Answer.
1/12/2022		0.10	Review email from Defense counsel re Defendants' intent to file Motions to Compel Arb.
1/24/2022		0.20	Review Answer received from Defendant ZB and Karamardian (13 pgs./75 Aff. Defenses) and Answer from Defendant ZBII (13 pgs / 73 Aff. Defenses)
2/17/2022		0.10	Review Engagement Docs from mediator
3/3/2022		0.10	Review Joint Status Conf. Report sent to Defense counsel for input
3/3/2022		0.10	Review changes made to Joint Status Report by Defense counsel. Ready for filing
3/9/2022		0.10	Review email from ZM re CMC hearing. Defendant failed to appear at CMC. Discovery still stayed. Continued to 7/20/22. OSC re failure to appear.
3/17/2022		0.60	Review Plaintiffs' employment records to determine if employees were paid the correct Regular Rate of Pay re MPs, RBs and OT. Discuss w/ ZM
3/17/2022		0.70	Prepare Request for Informal Discovery pending Mediation

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4/7/2022		0.10	Review email from ZM to Defense counsel re need for receipt of the PAGA records by the 3rd week of April for May mediation.
4/22/2022		0.10	Review email re ZM's discussion with Defense counsel re Informal Discovery
5/2/2022		0.10	Rev. email from ZM to Defense counsel re status of production of Informal Discovery.
5/4/22 - 5/8/22		0.20	Informal Discovery sent by email but unable to open. Multiple emails sent back and forth trying to resolve.
5/10/2022		0.30	Informal Discovery docs opened -- 237 pgs of policies/procedures. Excel spreadsheet (9371 lines) + PAGA class list + payroll records.
5/17/2022		0.40	Client conference re upcoming mediation
5/22/2022		0.30	Review of Mediation Brief prepared by ZM (10 pgs.)
5/26/2022		0.10	Review of email sent to Defense Counsel re claims contained in Plaintiff's Mediation Brief
5/26/2022		8.50	Mediation (full day). No settlement.
6/29/2022		0.30	Review Meet and Confer from Defense Counsel re Motion to Compel Arb.
7/10/2022		0.10	Review Joint Status Report to be sent to Defense counsel
7/11/2022		0.10	Joint Status Report sent to Defense counsel
7/12/2022		0.20	Review Declaration of Defense re failure to appear at prior status conf.
7/13/2022		0.10	Joint Status Report returned by Defense counsel and finalized.
9/12/2022		1.30	Served with Defendants' Motion to Compel Arb (15 pgs), Decl. of Karamardian (4 pgs + exhibits), Req. for Judicial Notice, Decl. of Defense counsel. Summary review of arguments.
9/13/2022		0.50	Discuss arguments made by Defendants in Motion to Compel Arb.
9/24/2022		5.80	Research legal issues raised in Defendants' Motion to Compel Arbitration
9/25/2022		7.20	Begin writing Opposition to Motion to Compel Arb.
9/26/2022		1.25	Prepare Objection to the Decl. of Defendant Karamardian (2 pgs)
9/26/2022		3.40	Finalize Opposition to Defendants' Motion to Compel Arb (15 pgs + TOC + TOA) with Proof of Service
10/10/2022		1.70	Review Defendants' Reply to Plaintiffs' Opp. to Motion to Compel Arb., Supplemental Decl. of Defendant Karamardian, Supplemental Decl. of Defense counsel. Outline of responsive arguments for hearing on motion.
10/14/2022		2.20	Review Court's Tentative Ruling re Defendants' Motion to Compel Arb. (5 pgs.). Zoom appearance at hearing on Defendants' Motion to Compel Arb.
10/14/2022		0.10	Review Court's Nunc Pro Tunc Order
10/14/2022		0.10	Review Court's order re Defendants' Motion to Compel Arb.

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			Review of Court's Ruling -- Defendants allowed to file a Supplemental Brief (8 pgs) and Plaintiff to file an opposition to Defendants' Supplemental Brief (8 pgs.).
10/15/2022		0.10	Review ZM's draft of Joint Status Conf. Report to continue the 10/24/22 Status Conf.
10/15/2022		0.10	Review Defense counsel's additions to the Joint Status Report
10/16/2022		0.10	Joint Status Report ready for filing
10/18/2022		0.10	Review Court's order continuing 10/24/22 status conf. to 12/2/22
10/20/2022		0.10	Receipt of 10/14/22 hearing transcript
10/31/2022		0.60	Review Defendants' Supplemental Brief (8 pgs.), Defendant Karamardian's Supplmental Declaration (3 pgs.)
10/31/2022		0.30	Review transcript (19 pgs) re 10/14/22 hearing on Defendants' Motion to Compel Arb.
10/31/2022		1.25	Conference with Plaintiff Cervantes (via interpreter) to discuss new issues raised in Defendant's Supplemental Brief. Prepare Decl. of Cervantes in Opposition to Defendants' Supplemental Brief to Compel
11/1/2022		0.40	Meeting with ZM to discuss opposition to Defendants' supplemental briefing.
11/7/2022		2.20	Conference with Plaintiff Cruz re statements made by Defendant Karamardian in his declaration in support of Supplemental Briefing to Compel Arb. Prepare Decl. of Plaintiff Cruz (4 pgs.)
11/8/2022		6.40	Prepare rough draft of Opp. to Defendants' Supplemental Brief to Compel Arb. (8 pgs)
11/9/2022		1.80	Prepare Decl. of Andrina Hanson in Support of Plaintiff's Opposition to Defendants' Supplemental Brief (2 pgs.) and finalize Opposition for filing.
11/10/2022		0.10	Confirmation that Opp. to Defendants' Supp. Breifing was filed
12/1/2022		0.20	Review Defendants' objections to the Declarations of Cruz and
12/1/2022		0.30	Review court's tentative Ruling re Defendants' Motion to Compel Arb.
12/2/2022		1.00	Prepare for hearing and make zoom appearance at hearing on Defendants' Supplemental Brief in Support of Motion to Compel Arb. Motion denied as to Cervantes. Motion denied as to the PAGA cause of action. Motion granted as to Plaintiff Cruz' FEHA claims.
12/15/2022		0.10	Review email from ZM to Defense counsel re litigation plan
12/23/2022		0.20	Review Defendants' Notice of Appeal re Ruling on Motion to Compel Arb.
12/27/2022		0.10	Review email from court reporter re ordering transcript of the supplemental hearing on Defendants' Motion to Compel Arb.
12/30/2022		0.30	Review of Defendants' Notice Designating Record on Appeal
12/30/2022		0.30	Review Defendants' Notice
1/17/2023		0.10	Review of Default Notice from Appellate Court

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1/24/2023		0.10	Review Joint Status Report
1/24/2023		0.10	Review changes made by Defendant to Joint Status Report. Ready for filing.
1/25/2023		0.10	Review Court's Minute Order continuing the 1/31/23 Status Conf. to 4/25/23
2/23/2023		0.30	Client conference re status
3/1/2023		0.20	Review Clerk Transcript on Appeal
3/16/2023		0.10	Review Notice from App. Court re Record of Appeal being filed.
4/17/2023		0.10	Review email from ZM to Defense counsel re submitting Cruz' claims to arb.
4/18/2023		0.10	Joint Status Report filed
4/19/2023		0.10	Review Court's Minute Order continuing 4/25/23 status conf. to 9/28/23
4/20/2023		0.10	Review Defendants' stip re extension to file Appellate Brief
4/20/2023		0.10	Review email from ZM to Defense counsel re selecting an arbitrator re Cruz' FEHA claims
5/18/2023		0.10	Review email from ZM to Defense counsel re filing a CCP 1281.6 petition to have an arbitrator appointed.
5/18/2023		0.10	Review list of arbitrators provided by Defense counsel
5/18/2023		0.10	Review list of arbitrators provided by ZM
5/23/2023		0.20	Conference with ZM re Defense counsel's request for a phone conf.
5/25/2023		0.20	Review Order of Dismissal issued by the Appellate Court
6/8/2023		0.10	Proposal sent by Defense counsel to use strike procedure to select arbitrator
6/30/2023		0.10	Arbitrator selected
8/10/2023		0.30	Review list of potential witnesses and expected testimony
9/7/2023		0.30	Client conference re status
9/18/2023		0.30	Review Demand for Arbitration and email from JAMS re engagement of arbitrator.
9/21/2023		0.20	Review Joint Status Report. Ready for filing.
9/22/2023		0.10	Review email from JAMS requiring POS be filed showing service of Demand for Arb.
9/27/2023		0.10	Review email from JAMS re status of arb. case
9/28/2023		0.10	Deposit request to Defendants from JAMS
11/2/2023		0.10	Deposit request to Defendants from JAMS #2
11/3/2023		1.20	Research re Defendants' failure to pay Arb. fees .
11/7/2023		4.30	Prepare Request for Production to Defendant Zov's Bistro (84 RFPs)
11/7/2023		1.30	Prepare Request for Production to Defendant Zov's Bistro II (83 RFPs)
11/17/2023		0.10	Review email from ZM to JAMS re status of deposit owed by Defendants
12/6/2023		0.10	Review email from JAMS re dates for Arb. Mgt. Conf.
12/13/2023		0.10	Arb. Mgt. Conf. set for 1/23/24

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1/9/2024		0.20	Served with Defendant ZB's Response to RFP (Set 1) -- 56 pages
1/9/2024		0.20	Served with Defendant ZB II's Response to RFP (Set 1) 57 pages
1/9/2024		0.10	Download of 364 pages of document productions
1/24/2024			Arb. Mgt. Conf. rescheduled for 2/14/24
1/31/2024		2.75	Legal research: Whether non-discretionary service charges collected re Banquet Fees must be calculated in determining the employers Regular Rate of Pay re Meal Periods, Rest Breaks and/or O.T. wages
2/1/2024		4.80	Organize and review documents produced by Defendant and I.D. docuemnts not produced.
2/13/2024		3.70	Meet and Confer Letter prepared with Points and Authorities (24 pgs.) to Defendants re Defendant's Response to Plaintiff Cervantes' RFP No. 1 to Zov's Bistro and Zov's Bistro II.
2/15/2024		0.20	Defendant granted extension on time for Plaintiffs to file Motion to Compel further responses
2/22/2024		0.10	Joint Status Report to be filed with Court
3/5/2024		0.10	Review email from Defense counsel proposing a 2nd Mediation
3/11/2024		0.30	Client update re status
3/12/2024		0.10	Review email re Defense counsel's proposed protective order re further document production (11 pgs.)
3/12/2024		0.10	Review email re Defense counsel's Joint Discovery Plan (2 pgs)
3/13/2024		0.20	Review ZM's proposed changes to Defendants' proposed protective order and discovery plan.
3/13/2024		0.10	Review emails re agreement re Mediator for 2nd Mediation
3/14/2024		0.50	In-office meeting w/ ZM re documents still needed for mediation. E-mail sent to Defense counsel.
3/18/2024		0.10	Review Notice of Ruling. Further Status Conf. set for 6/27/24. Trial Readiness Conf. on 2/14/25. Trial on 2/24/25/
3/27/2024		0.10	Review email from Mediator re mediation date of 5/24/24.
4/2/2024		0.30	Conf. w/ ZM re no PAGA records received from Defense as discussed in the zoom meeting
5/10/2024		0.10	No PAGA records have been produced. Mediation continued.
5/16/2024		0.20	Client conference re status.
5/23/2024		0.30	Client conference re status.
5/23/2024			Review email from Defense counsel re provision of PAGA data and records via dropbox
6/20/2024		0.10	Joint Status Report filed
6/21/2024		0.10	Review Court's Minute Order contining Status Conf to 9/30/24
6/28/2024		0.10	Received PAGA data and docs from Defense counsel
8/9/2024		0.10	Review email from Defense counsel with updated PAGA data
8/13/2024		0.10	Review email from ZM to Mediator sending Mediation Brief prepared by ZM

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8/14/2024		0.75	Review Mediation Brief for Mediation tomorrow. ZM has court appearance in the morning.
8/15/2024		8.00	Second Mediation (full day). Settled. MOU
8/16/2024		0.30	Review of rough draft of individual settlement agreements prepared by Defense counsel
8/18/2024		0.20	Review email from ZM to Defense counsel returning individual settlement agreements and MOU with changes
9/4/2024		0.10	Review email from JAMS re case status
9/16/2024		0.10	Review Joint Status Report
10/30/2024		0.10	Received draft PAGA Settlement Agreement from Defense counsel
10/30/2024		0.10	Review emails re discussions re PAGA class Administrator
11/26/2024		0.10	Review Joint Status Report filed with Court
12/2/2024		0.10	Review ZM's changes to the PAGA Settlement Agreement
12/13/2024		0.10	PAGA Agreement finalized
12/30/2024		0.10	Signed PAGA Agreements received from clients
		116.90	