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FILED
Superior Court of California
County of Los Angeles
07/31/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Redmond Deputy

*Attorneys for Plaintiff JEFFREY ESTRADA
individually and on behalf of all other Aggrieved Employees*

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Attorneys for Defendant Chef Merito, Inc.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – VAN NUYS COURTHOUSE**

JEFFREY ESTRADA, individually and
on behalf of all other Aggrieved
Employees;

Plaintiff,

vs.

CHEF MERITO, INC., a California
Corporation, and DOES 1 through 50,
inclusive

Defendants

21VECV01589

*[Assigned for all purposes to Honorable Huey P.
Cotton, Dept. A.]*

**STIPULATION AND ~~PROPOSED~~ ORDER
GRANTING APPROVAL OF
REPRESENTATIVE PAGA SETTLEMENT
AND ENTERING JUDGMENT THEREON**

*[FILED CONCURRENTLY WITH DECLARATION OF
HAIG B. KAZANDJIAN IN SUPPORT THEREOF]*

Complaint Filed: November 17, 2021
Trial Date: None Currently Scheduled

1 WHEREAS, “Action” refers to the civil action filed by Plaintiff Jeffrey Estrada
2 (“Plaintiff”), initially filed on November 17, 2021, entitled *Jeffrey Estrada v. Chef Merito, Inc.*
3 (“Defendant”); and *DOES 1 through 50, inclusive*, in the Superior Court of the State of
4 California for the County of Los Angeles, Case No. 21VECV01589.

5 WHEREAS, the Action is a representative action under the Private Attorneys General
6 Act (the “PAGA”);

7 WHEREAS, Plaintiff and Defendant (collectively “the Parties”) recognize that, in
8 accordance with Labor Code Section 2699(l), court approval is required in the event of a
9 settlement of a PAGA action on a representative basis;

10 WHEREAS, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties
11 are not obligated to follow the class action procedural rules in PAGA cases and therefore need
12 not obtain approval of a settlement thorough a motion for preliminary or final approval. *See also*
13 *Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) (“PAGA authorizes a representative action
14 without the need for class certification.”); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117,
15 1123 (9th Cir. 2014) (“[A] PAGA suit is fundamentally different than a class action” in that
16 “PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees
17 opt out of a PAGA action.”); *Williams v. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) (“PAGA does
18 not make other potentially aggrieved employees parties or clients of plaintiff’s counsel, does not
19 impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff
20 or counsel to scrutiny with respect to the ability to represent a large class.”);

21 WHEREAS, the Parties seek to obtain the Court’s approval of the PAGA Settlement and
22 Release Agreement (“PAGA Settlement Agreement”) and resolve this matter in the most
23 efficient manner possible;

24 WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall
25 be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the
26 part of Defendant or any of the Releasees to the Agreement. Indeed, Defendant denies and
27 disputes each and every allegation of wrongdoing, including the allegations described herein;
28

1 WHEREAS, on September 8, 2021, Plaintiff Estrada sent the LWDA and Defendant
2 notice of Plaintiff's intent to pursue a representative action against Defendant pursuant to the
3 Private Attorneys General Act of 2004 ("PAGA"), as codified in California Labor Code § 2698
4 et seq., on behalf of himself and the State of California as well as on behalf of a group of
5 aggrieved employees (the "PAGA Notice").

6 WHEREAS, after a minimum of 65 days passed without a response from the LWDA
7 regarding his PAGA Notice, on November 17, 2021, Plaintiff commenced a representative action
8 under PAGA for alleged Labor Code violations (as further explained herein) on behalf of himself
9 and other allegedly aggrieved employees, in the Los Angeles County Superior Court, Case No.
10 21VECV01589.

11 WHEREAS, Plaintiff's Complaint (the "Complaint"), which included claims for PAGA
12 penalties for Defendants, alleged: (i) willful misclassification of employees as an exempt
13 employee in violation of Labor Code section 515; (ii) failure to provide employment records in
14 violation of Labor Code sections 226, 432, and 1198.5; (iii) failure to pay overtime and double
15 time in violation of Labor Code sections 510 and the applicable Wage Orders; (iv) failure to
16 provide rest and meal periods in violation of Labor Code sections 226.7 and 512(a) and the
17 applicable Wage Orders; (v) failure to pay minimum wage in violation of Labor Code sections
18 1182.2, 1194, 1197, and 1197.1 and the applicable Wage Orders; (vi) failure to keep accurate
19 payroll records and provide itemized wage statements in violation of Labor Code sections
20 226(a), 1174(d), and 1198 and the applicable Wage Orders; (vii) failure to pay reporting time
21 wages in violation of California Code of Regulations, Title 8, section 11050(5)(A); (viii) failure
22 to pay split shift wages in violation of California Code of Regulations 11050(4)(C); (ix) failure
23 to pay all wages earned on time in violation of Labor Code section 204; (x) failure to timely pay
24 all wages due upon separation of employment in violation of Labor Code sections 201, 202, and
25 203 (xi) failure to reimburse necessary, business-related expenses in violation of Labor Code
26 sections 2800 and 2802; and (xii) employers, and individuals acting on behalf of employers,
27 violating or causing to be violated a section of the Labor Code or any Wage Order in violation of
28 Labor Code section 558(a).

1 WHEREAS, after the case was at issue, the Parties engaged in informal discovery and in
2 informal arms' length settlement discussions related to the PAGA claims at issue. Through the
3 exchange of information and attendant discussions between the Parties, Plaintiff learned that the
4 number of Aggrieved Employees which is defined as all current and former non-exempt hourly
5 employees who were employed by Defendant in the State of California during the PAGA Period,
6 *i.e.*, from September 8, 2020 through the May 31, 2023, whichever occurs first "PAGA Period"),
7 was approximately 145 at the time of mediation. The Parties engaged in informal discovery for
8 mediation purposes, and Plaintiff reviewed time and wage records and relevant policies that
9 applied to Defendant's employees.

10 WHEREAS, Defendant denies that it has engaged in any unlawful activity, or that it have
11 failed to comply with the law in any material respect, or that it has any liability to anyone under
12 the claims asserted in the Action;

13 WHEREAS, the parties engaged in a full day of mediation on May 17, 2023, with a
14 respected wage and hour mediator, Jan Frankel Schau. After lengthy negotiations, Plaintiff,
15 represented by his counsel, and Defendant, represented by its counsel, recognized the risks and
16 burdens of continuing with the litigation, and agreed to settle the Action on the terms set out in
17 the Agreement.

18 WHEREAS, after the filing of the PAGA Complaint, the Parties engaged in extensive
19 investigation including participating in informal discovery, the information exchanged included,
20 but was not limited to, information and documents, including, inter alia: Plaintiff's employment
21 records; Defendant's relevant wage and hour policy documents and employee handbooks in
22 effect during the PAGA Period; records for aggrieved employees between the start of the PAGA
23 Period from September 8, 2020 through the date of mediation (May 17, 2023), total numbers of
24 Aggrieved Employees and approximate total numbers of workweeks worked, pay periods, and
25 wage statements issued, as well as average hourly pay rates. At mediation, the parties reached an
26 agreement to settle in light of all known facts and circumstances-including Plaintiff's and
27 Plaintiff's Counsel's recognition of the expense and length of continued proceedings necessary
28 to litigate the case through trial and through any possible appeals. Plaintiff also considered the

1 uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in
2 such litigation.

3 WHEREAS, Plaintiff and Plaintiff's counsel also considered the burdens of proof
4 necessary to establish liability of the claims asserted in the case, both generally and in response
5 to Defendants' defenses, including but not limited to manageability issues due to the different
6 job titles and duties of aggrieved employees, and the difficulties in establishing penalties, and
7 other relief sought in the case, particularly where, as here, Plaintiff may face difficulty obtaining
8 the cooperation of PAGA Members who are current employees, given their likely reluctance to
9 aid in the prosecution of a lawsuit against their employer. Plaintiff also considered the existence
10 of the arbitration agreement and the argument that the outside salesperson exemption applied to
11 workers like Plaintiff. Based on the foregoing, Plaintiff and Plaintiff's Counsel determined that
12 the Settlement set forth in the Agreement is fair, adequate, and reasonable and is in the best
13 interests of the State of California and of the PAGA Members.

14 WHEREAS, Plaintiff now seeks approval of the PAGA settlement agreement, which
15 involves 145 aggrieved employees during the PAGA representative period, which initiated on
16 September 8, 2020, and extends through May 31, 2023;

17 WHEREAS, the Parties have documented the settlement of the Action in a fully executed
18 agreement entitled PAGA SETTLEMENT AGREEMENT (hereinafter, "PAGA Settlement
19 Agreement") attached to the Declaration of Haig B. Kazandjian ("Kazandjian Decl."), filed
20 herewith, as **Exhibit 1**.

21 WHEREAS, upon the entry of the final judgment in this case, after the Effective Date, on
22 the date Defendant funds the PAGA Gross Settlement Amount, each Aggrieved Employee
23 (including Plaintiff) shall, for the Covered Period, fully release and forever release and discharge
24 Defendant, its past or present officers, directors, shareholders, members, owners, employees,
25 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
26 reinsurers, and its respective successors and predecessors in interest, subsidiaries, affiliates,
27 parents and attorneys, if any, and any individual or entity which could be jointly liable with
28 Defendant (all such released persons and entities, collectively, "Releasees") from any and all

1 PAGA penalties that have been or could have been asserted in the Action or in the notice letter
2 that Plaintiff sent to the LWDA regarding the claims against Defendants based on the facts and
3 legal theories asserted therein, including claims for penalties under PAGA for (i) willful
4 misclassification of employees as an exempt employee in violation of Labor Code section 515;
5 (ii) failure to provide employment records in violation of Labor Code sections 226, 432, and
6 1198.5; (iii) failure to pay overtime and double time in violation of Labor Code sections 510 and
7 the applicable Wage Orders; (iv) failure to provide rest and meal periods in violation of Labor
8 Code sections 226.7 and 512(a) and the applicable Wage Orders; (v) failure to pay minimum
9 wage in violation of Labor Code sections 1182.2, 1194, 1197, and 1197.1 and the applicable
10 Wage Orders; (vi) failure to keep accurate payroll records and provide itemized wage statements
11 in violation of Labor Code sections 226(a), 1174(d), and 1198 and the applicable Wage Orders;
12 (vii) failure to pay reporting time wages in violation of California Code of Regulations Title 8,
13 section 11050(5)(A); (viii) failure to pay split shift wages in violation of California Code of
14 Regulations 11050(4)(C); (ix) failure to pay all wages earned on time in violation of Labor Code
15 section 204; (x) failure to timely pay all wages due upon separation of employment in violation
16 of Labor Code sections 201, 202, and 203 (xi) failure to reimburse necessary, business-related
17 expenses in violation of Labor Code sections 2800 and 2802; and (xii) employers, and
18 individuals acting on behalf of employers, violating or causing to be violated a section of the
19 Labor Code or any Wage Order in violation of Labor Code section 558(a), based on the facts and
20 theories set forth in the Action for the Covered Period of September 8, 2020 to May 31, 2023.

21 WHEREAS, the Settlement is conditioned upon this additional release by Plaintiff. In
22 addition to the release given by each Aggrieved Employee, in exchange for Plaintiff's Individual
23 PAGA Claim Payment, Plaintiff Jeffrey Estrada, on his own behalf and on behalf of his
24 descendants, dependents, heirs, executors, administrators, agents, assigns, and successors
25 (collectively, "Releasor"), hereby covenants not to sue and fully and unconditionally forever
26 releases and discharges the Releasees from and against any and all claims, causes of action,
27 judgments, liens, demands, damages, obligations, suits, contracts, liabilities, losses, costs,
28 penalties, and expenses, including, but not limited to, attorneys' fees and disbursements, or

offsets of any nature whatsoever (collectively, "Claims") that Releasor now has, had, or may hereafter have against Defendant and/or the Releasees arising out of the Parties' relationship or the cessation of their relationship, including but not limited to those claims arising out of or relating to (i) Plaintiff's performance and reputation, (ii) harassment, (iii) discrimination, (iv) retaliation, (v) rights arising out of alleged violations of any contracts, express or implied; (vi) any covenant of good faith and fair dealing, express or implied; (vii) any tort; (viii) any legal restrictions on Defendant's right to terminate employees; and (ix) any Claims arising under any federal, state or other governmental statute, regulation or ordinance, including, without limitation: Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Government Code, the California Business and Professions Code, and any other applicable state or federal law in effect prior to the Effective Date. This General Release is intended to be interpreted as broadly as possible and to apply to any and all claims known and unknown available to Plaintiff in any forum, including, but not limited to, any claims for unpaid wages, expense reimbursement, unpaid penalties or premiums, liquidated damages, class or representative actions governing employment (to the fullest extent allowed by applicable law), constructive termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligent or intentional infliction of emotional distress, harassment, discrimination, wrongful termination, negligence, breach of contract, breach of the covenant of good faith and fair dealing, promissory estoppel, fraud, negligent or intentional misrepresentation, negligent or intentional interference with contract or prospective economic advantage, unfair business practices, defamation, libel, slander, personal injury; assault, battery, invasion of privacy, false imprisonment, conversion, disability benefits, claims under Labor Code section 132(a), violation of any provision of federal or state law governing employment, and any claim for attorneys' fees or costs. All such claims are forever barred by

1 this Agreement and Plaintiff Jeffrey Estrada acknowledges his familiarity with California Civil
2 Code section 1542, which is expressly waived by Plaintiff Jeffrey Estrada.

3 WHEREAS, counsel for all Parties conducted a thorough investigation of both the factual
4 and legal issues affecting the strengths and weaknesses of Plaintiff's claims and potential
5 recovery. Defendant produced information about, among other things, the number of potentially
6 Aggrieved Employees (145), the number of pay periods at issue (3,126), time and pay records
7 and relevant policies. The Parties also had substantial discussions regarding the core factual and
8 legal issues of the case. This allowed the Parties to reach a reasoned and informed resolution of
9 this matter;

10 WHEREAS, based on an independent investigation and evaluation, Plaintiff's counsel is
11 of the opinion that the settlement for the consideration and on the terms set forth in the PAGA
12 Settlement Agreement is fair, reasonable and adequate and is in the best interests of the Plaintiff,
13 the Aggrieved Employees, and the State of California in light of all known facts and
14 circumstances and the risks inherent in litigation, including the potential appellate issues.
15 Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the
16 State of California, and that the settlement for each Aggrieved Employee is fair, reasonable and
17 adequate, given the inherent risk of litigation.

18 WHEREAS, Plaintiff and his counsel recognize the risks inherent in PAGA actions,
19 including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore*
20 *Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012), *disapproved on other grounds in ZB,*
21 *N.A. v. Superior Court*, 8 Cal.5th 175, 192-96 (2019) ("[U]nder section 2699, subdivision (e)(2) a
22 trial court may exercise its discretion *to award lesser* penalties based on the enumerated
23 considerations.") (emphasis in original) (internal quotation marks and citations omitted).
24 Specifically, the trial court may reduce the civil penalty if declining to do so "would result in an
25 award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances
26 of [the] case." *Id.* Courts routinely exercise this discretion in the rare PAGA cases that proceed
27 to trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at
28 *4 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of \$500,000.00 instead of maximum

1 recovery of \$2.8 million); *cf. Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D.
2 Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of \$500,000.00
3 instead of maximum recovery of \$1.8 million);

4 WHEREAS, the Parties provided notice of the proposed settlement to the LWDA as
5 required by PAGA. See **Exhibit 4** to the Kazandjian Decl. which contains a true and correct
6 copy of the confirmation that the Parties submitted the proposed PAGA Settlement Agreement to
7 the LWDA;

8 WHEREAS, prior to the submission of this Stipulation, the Parties met and conferred and
9 agreed upon a Proposed Final Judgment attached to this stipulation;

10 IT IS HEREBY STIPULATED AND PROPOSED BY THE PARTIES HERETO AS
11 FOLLOWS:

12 The Parties stipulate and jointly propose that the Court approve the fully executed PAGA
13 Settlement Agreement, which includes the following key terms:

14 A. As consideration for the settlement described herein and the release contained in the
15 PAGA Settlement Agreement, Defendants agree to make a payment of \$126,000.00 (based on
16 3,169 Pay Periods. The PAGA Gross Settlement Amount shall include all individual settlement
17 payments to Aggrieved Employees, payments to the LWDA, attorneys' fees and costs awarded
18 to Plaintiff's Counsel, Plaintiff Jeffrey Estrada's general release and incentive award, and
19 Administration Costs. No portion of the PAGA Gross Settlement Amount will revert to
20 Defendant. Defendant estimates that, as of the date of the Settlement Agreement, there were
21 approximately 3,169 Pay Periods during the PAGA Period. Should the number of Pay Periods
22 increase by more than 10% (or by more than 316.9 Pay Periods) when the Claims Administrator
23 receives the Aggrieved Employee list, then Defendant agrees to increase the PAGA Gross
24 Settlement Amount on a pro rata basis above the 10% threshold. For example, if the total number
25 of Pay Periods increases by 348.6 – to a total of 3,517.6 – then PAGA Gross Settlement Amount
26 would be increased by 1% (11% increase in overall Pay Period count minus 10% buffer, equals
27 1%) or (an increase of $[0.01\% \times \$126,000 = \$1,260.00]$).

1 B. The Settlement Payment of \$126,000.00 will be allocated as follows: (a) PAGA
2 Counsel's attorneys' fees up to the requested amount of 40% of the Settlement Payment
3 \$126,000.00, which amounts to \$50,400.00; (b) PAGA Counsel's request for reimbursement of
4 litigation costs in the amount incurred of \$5,061.48 (Agreement allocated \$5,500, thus remaining
5 amount is available for the PAGA Penalties Fund); (c) Plaintiff's PAGA Payment and Service
6 Award in the amount of \$10,000.00; and (d) PAGA Settlement Administration costs of actual
7 costs of \$4,300.00 to be paid to the Settlement Administrator (\$3,200 less than the amount
8 allocated in the agreement based on the quote received from the Administrator, thus an
9 additional \$3,200 is available for the PAGA Penalties Fund); and (e) the remainder of the
10 Settlement Payment after deducting the items (a) through (d) herein shall be designated as PAGA
11 Penalties, which are estimated to be \$56,238.52 and will be allocated between the LWDA and
12 the Aggrieved Employees pursuant to Labor Code section 2699(i) with seventy-five percent
13 (75%) paid to the LWDA (\$42,178.89) and twenty-five percent (25%) paid to the Aggrieved
14 Employees (PAGA Members) (\$14,059.63) on a pro-rata basis, which is further explained
15 below. Each PAGA Member's pro-rata share of the PAGA Penalty Fund represents their
16 Individual Settlement Payment.

17 C. Individual Settlement Calculation. Plaintiff and the Aggrieved Employees shall
18 receive a pro rata share of the twenty-five percent (25%) of the PAGA Penalty Fund allocated to
19 Aggrieved Employees (estimated to be \$14,059.63). Plaintiff and each Aggrieved Employee's
20 Individual Settlement Payment shall be determined by multiplying this 25 percent of the PAGA
21 Penalty Fund allocated to Aggrieved Employees by the ratio of (a) the number of Eligible Pay
22 Periods worked by that employee to (b) the total number of Eligible Pay Periods worked by all
23 Aggrieved Employees (including Plaintiff). All Individual Settlement Payments made to
24 Aggrieved Employees will be reported on an IRS Form 1099.

25 D Subject to the Court approval of this Settlement, the payment of the Settlement
26 amounts shall be disbursed as follows:

- 27
- 28 • No later than ten (10) calendar days after the Effective Date, Defendant shall provide the
Claims Administrator a list of Aggrieved Employees ("Aggrieved Employee List")

containing their (1) name; (2) last known home address and telephone number; (3) social security number; and (4) the number of Pay Periods for each Aggrieved Employee during the Covered Period.

- No later than thirty (30) calendar days after the Effective Date, Defendant will fund to the Claims Administrator the PAGA Gross Settlement Amount
- Within ten (10) calendar days of receipt of the PAGA Gross Settlement Amount, the Claims Administrator will distribute, consistent with the terms of this Agreement and the Court's order approving the Settlement, all Individual Settlement Payments to Aggrieved Employees, the LWDA Payment to the LWDA, Plaintiff's Individual PAGA Claim Payment to Plaintiff, the Administration Costs approved by the Court to the Claims Administrator, and the PAGA Counsel's Fees and Costs approved by the Court to PAGA Counsel .
- The Claims Administrator will issue to each Aggrieved Employee a check in the amount of his or her Individual Settlement Payment. Concurrently with sending each Aggrieved Employee their Individual Settlement Payment, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached to the Settlement Agreement as Exhibit A) along with each Aggrieved Employee's check.
- The Claims Administrator shall send each Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the Claims Administrator. For each check/notice that is returned as undeliverable, the Claims Administrator shall promptly attempt to locate the Aggrieved Employee's by using an address refresher database Individual Settlement Payments issued to the Aggrieved Employees will expire one hundred eighty (180) calendar days from the date they are issued by the Claims Administrator.
- Any Individual Settlement Payments that remain uncashed or undeliverable following the one hundred and eighty (180) calendar days will be void and the Claims Administrator will issue the unclaimed funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Aggrieved Employee who did not cash his or her check. The release in Paragraph 32 will be binding upon all Aggrieved Employees, including those who do not cash their Individual Settlement Payments, as of the date Defendant funds the PAGA Gross Settlement Payment. Neither Defendant, Defense counsel, Plaintiff's Counsel, Plaintiff, nor the Claims Administrator will have any liability for lost or stolen Individual Settlement Payments, forged signatures on Individual Settlement Payments, or unauthorized negotiation of the Individual Settlement Payments.

If there is a conflict between the language of this Stipulation and the language of the PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the PAGA Settlement Agreement shall control.

Dated: July 27, 2023

HAIG B. KAZANDJIAN LAWYERS, APC

By:


Haig Kazandjian, Esq.

Cathy Gonzalez, Esq.

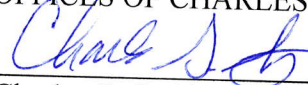
Attorneys for Plaintiff Jeffrey Estrada

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Dated: July 27, 2023

LAW OFFICES OF CHARLES G. SMITH, APC

By:



Charles G. Smith, Esq.

Attorneys for Defendant Chef Merito, Inc.

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1. The Court finds the Settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for approval of PAGA representative actions under California law.

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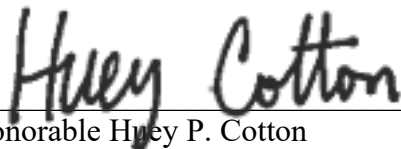
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(\$42,178.89) and 25% paid to the Aggrieved Employees on a pro-rata basis (\$14,059.63).

5. This Court shall retain continuing jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement, in accordance with its terms, and over the administration and distribution of the settlement proceeds pursuant to California Code of Civil Procedure section 664.6 and other applicable law.

IT IS SO ORDERED.

Dated: 7/31/23



Honorable Huey P. Cotton
JUDGE OF THE SUPERIOR COURT

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On July 27, 2023, I served the foregoing document(s) described as: STIPULATION AND [PROPOSED] ORDER GRANTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTERING JUDGMENT THEREON by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SERVICE LIST

CHARLES G. SMITH,
charlie@CharlesGSmithLaw.com
LAW OFFICES OF CHARLES G. SMITH, APC
15303 Ventura Boulevard, Suite 1650
Sherman Oaks, California 91403-6620
Telephone: 310-401-1370
Facsimile: 818-382-3433

Attorneys for Defendant Chef Merito, Inc.

[X] **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from cathy@hbklawyers.com to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

[X] (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 27, 2023, at Glendale, California.



Cathy Gonzalez