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Attorneys for Plaintiffs Liliam Urrutia and Vanessa Dorantez Galicia

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

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

Plaintiffs,

vs.

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

Defendants.

Case No. MSC21-01804

Assigned to the Hon. Charles S. Treat

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT**

Date: TBD
Time: TBD
Place: Department 12

Complaint Filed: August 30, 2021

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1 to Aggrieved Employees; (x) Section 1198 and the WO for Defendants' alleged failure to pay reporting
2 time pay to Aggrieved Employees; (xi) Section 2802 for Defendants' alleged failure to reimburse
3 Aggrieved Employees for all business expenses necessarily incurred; and (xii) Section 2810.5(a)(1)(A)-
4 (C) for Defendants' alleged failure to provide written notice of information material to Aggrieved
5 Employees' employment with Defendants.

6 4. On August 24, 2022, the Parties participated in full-day mediation with Eleanor Barr,
7 Esq., an experienced mediator of wage and hour actions. Ms. Barr helped to manage the Parties'
8 expectations and provided a useful, neutral analysis of the issues and risks to both sides. With Ms. Barr's
9 guidance, the Parties were eventually able to negotiate a complete settlement of all claims alleged in this
10 action and the related action, *Amalia Reyes v. Bunch of Bull, Inc., et al.*, No. 21CV002239 (Alameda
11 County Superior Court).

12 5. The terms of the settlement are now set forth in complete and final form in the PAGA
13 Settlement Agreement, attached as Exhibit 1.

14 6. At all times, the Parties' negotiations were adversarial and non-collusive. The Settlement
15 therefore constitutes a fair, adequate, and reasonable compromise of the claims at issue.

16 7. Capstone's evaluation of the settlement's reasonableness was informed by our thorough
17 investigation into Plaintiffs' claims and Defendants' defenses, and our review of the considerable
18 discovery produced by Defendants during the matter's pendency.

19 8. Prior to filing the action, Plaintiff Urrutia (and later Plaintiff Dorantez Galicia) contacted
20 Capstone's attorneys to discuss the factual bases for pursuing an action against Defendants for Labor
21 Code violations. Both Plaintiffs were intimately familiar with Defendants' labor policies and practices,
22 and over the course of multiple interviews, knowledgeably summarized those policies and practices to
23 Capstone's attorneys. During those interviews, they explained how the policies and practices were
24 instituted and provided valuable insight into how they gave rise to the alleged Labor Code violations.
25 Based on these interviews with Plaintiffs, Capstone's attorneys determined that there were legally
26 sufficient grounds for pursuing an action against Defendants.

27 9. Capstone's attorneys prepared detailed letters to notify the LWDA of Plaintiffs' intent to
28 seek civil penalties and other available relief recoverable under PAGA for Labor Code violations.

1 Significant research and effort were expended to prepare PAGA notices that were consistent with the
2 developing legal requirements to withstand any challenge from Defendants regarding the notice's
3 sufficiency. And in preparation for drafting the initial and amended complaints, Capstone's attorneys
4 conducted their own preliminary investigation into the factual bases for Plaintiffs' claims, which entailed,
5 *inter alia*, a careful examination of Plaintiffs' employment records.

6 10. In response to our informal discovery requests, Capstone's attorneys received a
7 considerable amount of documents and data, including employee demographic data, a sample of
8 employees' time and pay records, and Defendants' labor policies and procedures handbooks which
9 covered a broad range of topics including, *inter alia*, employee clock-in policies and procedures,
10 attendance policies, meal periods/rest periods, overtime & premium pay, etc. The document and data
11 exchanges allowed Plaintiffs' Counsel to fully assess the nature and magnitude of the claims being
12 settled, as well as the impediments to recovery, and ultimately enabled Plaintiffs' Counsel to make an
13 independent assessment of the reasonableness of the settlement's terms.

14 11. In summary, Capstone's attorneys performed a thorough investigation into the claims at
15 issue, which included: (1) determining Plaintiffs' suitability as private attorneys general through
16 interviews, background investigations, and analyses of their employment files and related records; (2)
17 evaluating all of Plaintiffs' potential representative claims; (3) researching similar PAGA actions as to
18 the claims brought, the nature of the positions, and the type of employer; (4) analyzing employees' time
19 and wage records; (5) reviewing Defendants' employment policies and practices; (6) researching
20 settlements in similar cases; (7) evaluating Plaintiffs' claims and estimating Defendants' liability for
21 purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation.

22 12. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims, I can
23 opine that the Settlement, for the consideration and on the terms set forth in the PAGA Settlement
24 Agreement, is fair, reasonable, an adequate, and is in the best interests of the LWDA in light of all
25 known facts and circumstances, including the risk of significant delay and uncertainty associated with
26 litigation, and various defenses asserted by Defendants.

27 **ATTORNEYS' FEES AND COSTS**

28 13. I have reviewed a summary of the billing records for this action, which are maintained

during the regular course of business and billed contemporaneously. The bill for attorneys' fees is summarized in the chart below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	1994	\$950	28.7	\$27,265.00
Bevin Allen Pike	Partner	2002	\$750	86.1	\$64,575.00
Jamie Greene	Partner	2007	\$650	13.6	\$8,840.00
Mao Shiokura	Senior Counsel	2009	\$625	18	\$11,250.00
Anthony Castillo	Senior Counsel	2009	\$625	12	\$7,500.00
Daniel Jonathan	Senior Counsel	2009	\$625	10.5	\$6,562.50
Trisha Monesi	Associate	2015	\$525	14.9	\$7,822.50
Alexander Lima	Associate	2019	\$475	39.1	\$18,572.50
Total				222.9	\$152,387.50

14. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state courts over the past several years. *See, e.g., Gonzaga v. Molina Healthcare, Inc.*, No. 21STCV03598 (Los Angeles County Superior Court Feb. 2, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Amaral v. Unify Financial Credit Union*, No. 20STCV36466 (Los Angeles County Superior Court Jan. 31, 2023) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Johnson v. Equity Residential Services, LLC*, No. MSC19-02145 (Contra Costa County Superior Court Nov. 1, 2022) (approving Capstone's rates for Associates (\$500) and Senior Counsel/Partners (\$625 to \$950)); *Lopez v. Big Creek Lumber Company*, No. 21CV-00613 (Merced County Superior Court Oct. 31, 2022) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$625 to \$950)); *Villagomez v. Agemark Corp.*, No. CV-19-004058 (Stanislaus County Superior Court Oct. 19, 2022) (approving Capstone's rates for Senior Counsel and Partners (\$625 to \$950)); *Ceja v. El Toro Loco Market, LLC*, No. BCV-21-101202 (Kern County Superior Court Oct. 12, 2022) approving Capstone's rates for Associates (\$475-\$525) and Senior Counsel/Partners (\$625 to \$950)); *Espinosa v. Alliance Healthcare Services, Inc.*, No. 37-2020-00011228-CU-OE-CTL (San Diego County Superior Court Oct. 10, 2022) (approving Capstone's rates for Associates (\$475) and Senior Counsel/Partners (\$600 to \$950)); *Piana v. LoanDepot.com, LLC*, No. 30-2017-00913164-CU-OE-CXC (Orange County Superior Court Apr. 1, 2022) (approving Capstone's rates for Associates (\$295 to \$345) and Senior Counsel/Partners (\$485 to \$775)); *Tomlinson v. U.S.*

1 *Bancorp*, No. 19STCV09493 (Los Angeles County Superior Court March 17, 2022) (approving
2 Capstone's rates for Associates (\$265 to \$295) and Senior Counsel/Partners (\$485 to \$775)); *Parks v.*
3 *Davidson Hotel Company, LLC*, No. 37-2018-00036699-CU-OE-CTL (San Diego Superior Court Feb.
4 17, 2022) (approving Capstone's rates for Associates (\$295 to \$485) and Senior Counsel/Partners (\$485
5 to \$775); *Bejar v. Maxco Supply, Inc.*, No. BCV-20-101653 (Kern County Superior Court Feb. 9, 2022)
6 (approving Capstone's rates for Senior Counsel/Partners from \$485 to \$775); *Navarro v. Gino/Guiseppe,*
7 *Inc.*, No. 17-CV-01723 (Merced County Superior Court Dec. 14, 2021) (approving Capstone's rates for
8 Associates (\$265 to \$485) and Senior Counsel/Partners (\$485 to \$775)); *Darling v. J And A Food*
9 *Service, Inc.*, No. 19-CV-0193682 (Shasta County Superior Court Nov. 8, 2021) (approving Capstone's
10 rates ranging from \$485 to \$775); *Eagles v. Pentagon Technologies Group, Inc.*, No. RG19046330
11 (Alameda County Superior Court Nov. 18, 2021) (approving Capstone's rates ranging from \$485 to
12 \$775); *De La Cruz v. The Monterey Bay Aquarium Foundation*, No. 19CV004102 (Monterey County
13 Superior Court Oct. 19, 2021) (approving Capstone's rates ranging from \$265 to \$775); *Anderson v.*
14 *RSCR California, Inc.*, No. CIVDS1827742 (San Bernardino County Superior Court Sept. 28, 2021)
15 (approving Capstone's rates ranging from \$265 to \$775); *Gold v. Benihana National Corp.*, No. 37-
16 2016-00022320-CU-OE-NC (San Diego Superior Court Aug. 17, 2021) (approving Capstone's rates for
17 Associates (\$295 to \$485) and Senior Counsel/Partners (\$545 to \$775)); *Kirby v. Kindred Healthcare*
18 *Operating, LLC*, No. CIVDS1708958 (San Bernardino Superior Court July 13, 2021) (approving
19 Capstone's rates ranging from \$485 to \$745); *Moran v. San Diego Blood Bank*, No. 37-2018-00025721-
20 CU-OE-CTL (San Diego Superior Court June 25, 2021) (approving Capstone's rates for Associates
21 (\$265 to \$485) and Senior Counsel/Partners (\$485 to \$775)); *Alvarez v. AutoPartsPros, LLC*, No. 37-
22 2019-00039872-CU-OE-CTL (San Diego Superior Court April 9, 2021) (approving Capstone's rates
23 ranging from \$485 to \$775); *Sandoval v. Abacus Data Systems, Inc.*, No. 37-2018-00039466-CU-OE-
24 CTL (San Diego County Superior Court Feb. 26, 2021) (approving Capstone's rates for Associates
25 (\$295 to \$445) and Senior Counsel/Partners (\$485 to \$775))

26 15. Capstone's rates are comparable to those of other plaintiff's firms, such as Goldstein,
27 Borgen, Dardarian & Ho (rates ranging from \$800-\$1015 for partners and \$540-\$550 for associates),
28 Matern Law Group, PC (\$995 partner rate and \$825-\$950 for senior associates), Baron & Budd (rates

ranging from \$775 for the requested partner to \$390-\$630 for non-partners), Wasserman Comden Casselman & Essensten (rates ranging from \$670-750 for partners and \$300-500 for associates), and Blood Hurst & Reardon (\$510-695 for partners). *See Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D. Cal. Apr. 29, 2014) (also approving rates of Strategic and Capstone). Other courts have approved hourly rates in this range for plaintiff's side law firms in the Southern California area. *See, e.g., Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650-\$800 for senior attorneys in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F. Supp. 2d 1160, 1172 (C.D. Cal. 2010) (approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, * 2 (N.D. Cal. Feb. 15, 2011) (approving hourly rates of \$650 an hour for partner services and \$500 an hour for associate attorney services); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No. 37-2008-00096019 (San Diego Super. Ct., Aug. 27, 2010) (\$695 to \$750 an hour for partners; \$495 an hour for associates); *Barrera v. Gamestop Corp.*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010) (\$700 an hour for partners; \$475 an hour for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010) (\$655 to \$750 an hour for partners; \$300 to \$515 an hour for associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Super. Ct.) (approving 2012 partner rates between \$550 and \$850 per hour); and *Holloway v. Best Buy Co.*, C-05-5056-PJH (MEJ) (N.D. Cal.) (approving 2011 partner rates of \$825 to \$700 an hour, associate rates between \$355 and \$405 per hour).

16. Finally, Capstone's rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See* Exhibit 2.

17. As summarized in the table below, counsel has incurred a total of \$13,348.40 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$145.50
Court Fees, Filings & Service of Proofs	\$4,173.65
Fountain Consulting, Inc.	\$3,080.00
Mediation Fees	\$5,750.00
Postage & Mailings	\$150.16
Research Services (PACER, Westlaw, etc.)	\$49.09
Total	\$13,348.40

CAPSTONE LAW APC FIRM PROFILE

18. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues.

19. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

20. Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

21. Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state’s consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of “benefit of the bargain” damages models in consumer class actions.

22. Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

1 23. Capstone has an established practice in automotive defect class actions and is currently
2 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
3 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
4 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

5 24. Capstone has settled over 100 high-stakes class and representative actions. Capstone's
6 settlements have directly compensated hundreds of thousands of California workers and consumers.
7 Capstone's actions have also forced employers to modify their policies for the benefit of employees,
8 including changing the compensation structure for commissioned employees and changing practices to
9 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
10 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
11 California.

12 25. The following is a representative sample of Capstone's settlements:

- 13 a. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-
14 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
15 approximately 150,000 personal bankers, tellers, sales associates, and
16 assistant branch manager trainees for wage and hour violations;
- 17 b. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash
18 payments and unique buyback program for nearly 2 million consumers;
- 19 c. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross
20 settlement of \$10 million on behalf of over 19,000 non-exempt
21 PetSmart employees for wage and hour violations;
- 22 d. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross
23 settlement of \$9 million on behalf of approximately 1,200 pharmacists
24 for wage and hour violations;
- 25 e. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura
26 Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig
27 workers for sleep time and other wage violations;
- 28 f. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super.

1 Ct.): gross settlement of \$5.7 million on behalf of approximately 650
2 sales representatives;

3 g. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino
4 Super. Ct.): gross settlement of \$5.5 million for approximately 5,500
5 non-exempt employees.

6 h. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of
7 \$5.4 million in a case alleging FCRA violations;

8 i. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.):
9 gross settlement of \$5 million on behalf of over 12,000 nonexempt
10 employees;

11 j. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP
12 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt
13 employees;

14 k. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross
15 settlement of nearly \$5 million on behalf of over 100,000 non-exempt
16 workers for meal break and wage statement claims;

17 l. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.):
18 gross settlement of nearly \$5 million on behalf of 2,700 non-exempt
19 employees following contested certification;

20 m. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529
21 (C.D. Cal.): Settlement providing complementary repairs of oil
22 consumption defect, reimbursement for repairs, and extended warranty
23 coverage of certain Audi vehicles valued at over \$20 million;

24 n. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.):
25 Settlement providing complimentary electric vehicle charging cards and
26 extending warranty coverage for the electric battery on the Nissan Leaf
27 valued at over \$10 million.

28 26. Attached as Exhibit 3 is a true and correct copy of Capstone's firm resume.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 21st day of March, 2023, at Los Angeles, California.

3 
4 Raul Perez

Exhibit 1

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

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

Plaintiffs,

vs.

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

Defendants.

Case No. MSC21-01804

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

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

DEFINITIONS

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

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

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

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

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

5. “Effective Date” means the latter of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9 TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

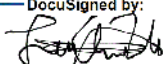
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 1/24/2023

DocuSigned by:

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PLAINTIFF

Dated: _____

Vanessa Dorantez Galicia

PLAINTIFF

Dated: _____

Amalia Reyes

DEFENDANTS

Dated: 02/07/2023

Shahs of Shiraz, Inc.

By amir sahebalzamany
Title VP

Dated: 02/07/2023

Bunch Of Bull, Inc.

By amir sahebalzamany
Title VP

Dated: 02/07/2023

Central Valley Fast Foods, Inc.

By amir sahebalzamany
Title President

Dated: 02/07/2023

QSR West, Inc.

By amir sahebalzamany
Title VP

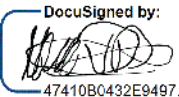
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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____
Liliam Urrutia

PLAINTIFF

Dated: 1/24/2023

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PLAINTIFF

Dated: _____
Amalia Reyes

DEFENDANTS

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

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

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

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

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Liliam Urrutia

PLAINTIFF

Dated: _____

Vanessa Dorantez Galicia

PLAINTIFF

Dated: 02/14/2023

Amalia Reyes

Amalia Reyes

DEFENDANTS

Dated: _____

Shahs of Shiraz, Inc.

By _____
Title _____

Dated: _____

Bunch Of Bull, Inc.

By _____
Title _____

Dated: _____

Central Valley Fast Foods, Inc.

By _____
Title _____

Dated: _____

QSR West, Inc.

By _____
Title _____

Dated: 02/07/2023

QSR West Building, Inc.

By amir sahebalzamani
Title vp

Dated: 02/07/2023

QSR West Building, LLC

By amir sahebalzamani
Title vp

Dated: 02/07/2023

QSR West Development One, Inc.

By amir sahebalzamani
Title vp

Dated: 02/07/2023

QSR West Development, LLC

By amir sahebalzamani
Title vp

Dated: 02/07/2023

Amir Sahebalzamani

By amir sahebalzamani
Title _____

Dated: 02/07/2023

Nasser Aliabadi

By nasser aliabadi
Title _____

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: January 24, 2023

Raul Perez
Raul Perez

LAWYERS FOR JUSTICE, PC

Dated: _____

Edwin Aiwarzian

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO LLP

Dated: February 7, 2023

Geoffrey D. La Val
Geoffrey D. La Val

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

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

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

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

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

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

APPROVED AS TO FORM

CAPSTONE LAW APC
Dated: _____

Raul Perez

LAWYERS FOR JUSTICE, PC
Dated: February 16, 2023

Edwin Aiwazian

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

Geoffrey D. La Val

Exhibit A

<<DATE>>

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

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

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

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

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

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

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

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

Very Truly Yours,

[Administrator]

Exhibit 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. With over twenty-five seasoned attorneys, many formerly with prominent class action or defense firms, Capstone has the experience, resources, and expertise to successfully prosecute complex employment and consumer actions.

Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over a hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 100 high-stakes class and representative actions totaling well over \$200 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program for nearly 2 million consumers;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million;
- *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.): Settlement providing complimentary electric vehicle charging cards and extending warranty coverage for the electric battery on the Nissan Leaf valued at over \$10 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions. The author of numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on multiplied certified class actions currently on track for trial, representing over 140,000 California employees in pursuing their wage and hour claims. She is also at the forefront in developing the law on PAGA, including administrative exhaustion, standing, the nature of PAGA violations, the scope of discovery, and trials.

Prior to joining Capstone, Ms. Grant worked at the Securities and Exchange Commission as a staff attorney in the Enforcement Division, investigating ongoing violations of federal securities regulations and statutes and for Quinn Emanuel Urquhart & Sullivan, LLP, where she was an associate on the trial team that prosecuted the *Mattel v. Bratz* case. Ms. Grant began her legal career as a law clerk to the Honorable Harry Pregerson, Justice of the Ninth Circuit Court of Appeals before joining Sidley & Austin as an associate. She graduated from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review, and graduated *summa cum laude* and first in her class. Ms. Grant earned her undergraduate degree from Cornell University, where she received the JFK Public Service Award and the Outstanding Senior Award. Her published articles include: *Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review*, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: *Early Decisions on Commencement and Removal of Actions* (2006).

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of "benefit of the bargain" damages models in consumer class actions.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He began his career litigating international commercial disputes and commercial actions governed by the Uniform Commercial Code. Mr. Wu is co-author of "*Williams v. Superior Court: Employees' Perspective*" and "*Iskanian v. CLS Transportation: Employees' Perspective*," both published in the *California Labor & Employment Law Review*.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm's litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims

such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California's "Super Lawyers" every year from 2009 through 2020.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the Case Western Reserve Law Review and authored Defective Prosthetic Devices: Strict Tort Liability for the Hospital? 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at Ohio State University where he graduated *cum laude*. Mr. Drexler is a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC's Forum Magazine and The Daily Journal.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm's business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm's client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury, construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Molly DeSario. Molly DeSario is a senior counsel with Capstone Law, specializing in employment class action litigation. Ms. DeSario's practice focuses primarily on wage-and-hour class action and Private Attorneys General Act litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work. She has experience briefing and arguing a multitude of dispositive motions in state and federal court and has successfully certified and settled numerous classes for claims such as exempt misclassifications, unpaid wages, missed meal and rest breaks, and unreimbursed business expenses.

Ms. DeSario began her career as a general practice litigation associate with Sandler & Mercer in Rockville, Maryland, handling a wide range of civil and criminal matters. Since 2005, she has primarily litigated class action cases and, for the last seven years, has focused on representing employees and consumers in class and collective actions across California and the nation, helping them recover millions of dollars in unpaid wages, restitution, and penalties. Molly graduated from Northeastern University School of Law in 2002. During law school, she interned for the U.S. Attorney's Office in Boston, Massachusetts, and the Honorable Paul L. Friedman at the U.S. District Court for the District of Columbia. She received her undergraduate degree in Marketing and International Business from the University of Cincinnati, where she graduated summa cum laude.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of

employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Mark A. Ozzello. Mark A. Ozzello is a senior counsel with Capstone Law. He is a nationally recognized and respected consumer and employment attorney who has litigated those issues throughout the country. He has always been at the forefront of consumer rights, sitting on the Board of Governors for the Consumer Attorneys of California and regularly appearing as a featured speaker on consumer rights issues nationwide.

Mr. Ozzello is a former partner of Arias Ozzello & Gignac and, most recently, was Of Counsel to Markun Zusman Freniere & Compton, LLP. In his capacity as a litigator, he has obtained results for his clients in excess of \$200 million dollars. Mark has also achieved consistent success in the California Courts of Appeal,

and several judicial opinions regularly cite to his matters as authority for class certification issues. He has also argued appellate issues in several Circuit Courts of Appeals with great success. Mr. Ozzello attended Pepperdine University School of Law where he was an Editor to the Law Review, publishing several articles during his tenure in that capacity. He received his undergraduate degree from Georgetown University.

Mr. Ozzello has always strived to be an integral part of local communities. He has established educational scholarship programs at several charitable organizations, including El Centro De Amistad in Los Angeles and St. Bonaventure Indian Mission and School in Thoreau, New Mexico, and presides over a legal clinic in Los Angeles which provides pro bono legal assistance to non-English speaking individuals.

Cody Padgett. A senior counsel at Capstone Law, Cody Padgett's practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. He handles consumer cases at all stages of litigation, and has contributed to major settlements of automobile defect actions valued in the tens of millions. Prior to joining Capstone Law, Mr. Padgett was a certified legal intern with the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaepour. Roxanna Tabatabaepour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaepour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaepour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Tarek Zohdy. A senior counsel with Capstone Law, Tarek Zohdy develops, investigates and litigates automotive defect class actions, along with other consumer class actions for breach of warranty and consumer fraud. At Capstone, he has worked on several large-scale automotive class actions from investigation through settlements that have provided significant relief to millions of defrauded car owners. Before joining Capstone, Mr. Zohdy spent several years representing individual consumers in their actions against automobile manufacturers and dealerships for breaches of express and implied warranties pursuant to the Song-Beverly Consumer Warranty Act and the Magnuson-Moss Warranty Act, commonly referred to together as "Lemon Law." He also handled fraudulent misrepresentation and omission cases pursuant to the Consumers Legal Remedies Act. Mr. Zohdy graduated from Louisiana State University *magna cum laude* in

2003, and Boston University School of Law in 2006, where he was a member of the criminal clinic representing underprivileged criminal defendants.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Laura Goolsby. Laura Goolsby is an associate with Capstone Law. Her practice focuses on prosecuting automotive defect and other consumer class action cases in state and federal court. Prior to joining Capstone Law, Ms. Goolsby was an associate at a California civil litigation practice representing individuals in toxic tort disputes. Previous to that, Ms. Goolsby was a trial attorney in a California lemon law firm, trying cases against automobile manufacturers in state and federal court. Ms. Goolsby is published in the University of Pennsylvania Journal of Law and Change law review and served as a judicial intern to the U.S. Department of Justice Immigration Court while in law school. Ms. Goolsby graduated from California Western School of Law, where she was a member of the award-winning Philip C. Jessup International Moot Court team and spent multiple trimesters on the Dean’s List. She graduated with several Academic Excellence Awards for receiving top grades in various international law, civil rights law, and legal skills courses.

Joseph Hakakian. Joseph Hakakian is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class and representative actions in state and federal court. Prior to joining Capstone Law, Mr. Hakakian served as a summer clerk for Mark Ozzello at Markun Zusman Freniere & Compton, LLP, working on various actions including wage-and-hour claims, unpaid overtime, false advertising, and unfair competition. He graduated from UCLA School of Law, with a business law specialization, where he served as a staff editor for the Journal of Environmental Law and Policy and worked as a law clerk with the Consumer Protection Division of the Los Angeles District Attorney’s Office. Prior to attending law school, Mr. Hakakian received his undergraduate degree from University of California, Los Angeles, in 2013, where he graduated summa cum laude, Dean’s Honor List, and College Honors, and received scholastic achievement awards from Golden Key Honor Society and Phi Alpha Theta Honor Society. Joseph is an active member of

the Consumer Attorneys Association of Los Angeles (CAALA), Consumer Attorneys of California (CAOC), and Beverly Hills, Los Angeles County, and Santa Monica Bar Associations.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.

Trisha Monesi. Trisha Monesi is an associate with Capstone. Her practice focuses on prosecuting consumer class actions in state and federal court. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations. She is an active member of the Women Lawyers Association of Los Angeles, and the Los Angeles County and Beverly Hills Bar Associations.

Jezzette Ron. Jezzette Ron is an associate with Capstone Law. Her practice focuses on analyzing pre-litigation wage-and-hour and consumer claims, including claims for overtime wages, meal and rest periods, and off-the-clock work violations. She began her career as in-house counsel for a private entity reviewing and drafting company policies. During this time, she actively supported the company with human resource and workers compensation matters. Additionally, she ensured company compliance with California Labor Codes and Occupational Safety and Health Administration (OSHA) regulations. She also implemented an Illness Injury Prevention Program, which included a COVID-19 Exposure Control and Response procedure in compliance with OSHA. Ms. Ron graduated from Whittier Law in 2017, where she served as a board member of the Student Bar Association. She received her undergraduate degree from the University of California, Riverside in 2012 where she majored in Business Management and Public Policy. Ms. Ron is admitted to practice law in California and takes pride in being an advocate for creating a work friendly environment for all employees.

OUTREACH AND EDUCATION

To increase public awareness about the issues affecting class action and other representative litigation in the consumer and employment areas, Capstone publishes the Impact Litigation Journal



(www.impactlitigation.com). Readers have access to news bulletins, op-ed pieces, and legal resources. By taking advantage of social media, Capstone hopes to spread the word about consumer protection and employee rights to a larger audience than has typically been reached by traditional print sources, and to thereby contribute to the enforcement of California's consumer and workplace protection laws.