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on behalf of himself and all other aggrieved employees
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN FRANCISCO – CIVIC CENTER COURTHOUSE
10

11 MARVIN GEOVANY FLORES NAVARRO,
on behalf of himself and all other aggrieved
12 employees

13 PLAINTIFF,

14 vs.

15 QUACH & LAI, LLC, a California limited
liability company d/b/a MAILA ORIENTAL
16 MARKET; and DOES 1 through 20, inclusive;

17 DEFENDANTS.
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Case No. CGC-22-598253

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

[Action Filed February 18, 2022]

Judge: Hon. Samuel K. Feng
Dept.: 610

1 This Agreement and Stipulation of Settlement of PAGA Action and Release of PAGA Claims
2 (“Agreement”) is entered into by and between Plaintiff Marvin Geovany Flores Navarro (hereinafter
3 “Plaintiff”), in his representative capacity on behalf of the State of California and fellow Aggrieved
4 Employees, and Defendant Quach & Lai, LLC d/b/a Manila Oriental Market (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the case of *Marvin Navarro v. Quach & Lai, LLC*, filed on
8 February 18, 2022, in San Francisco Superior Court, Case No. CGC-22-598253.
- 9 B. “Aggrieved Employees” shall mean all individuals who worked for Defendant as non-
10 exempt employees in California from December 14, 2020 to the date the Court
11 approves the PAGA settlement..
- 12 C. “Agreement” or “Settlement Agreement” means this Agreement and Stipulation of
13 Settlement of PAGA Action and Release of PAGA Claims.
- 14 D. “Court” means the Superior Court for the State of California, County of San Francisco
15 presiding over the Action.
- 16 E. “Defendant” shall mean Quach & Lai, LLC d/b/a Manila Oriental Market.
- 17 F. “Effective Date” means the earliest date, following entry by the Court of an order and
18 judgment finally approving this Settlement, upon which one of the following have
19 occurred: (i) if no objection is filed to the settlement and no objector appears at the
20 hearing on final approval, ten (10) calendar days after the Court’s entry of the order
21 granting approval of this Settlement, (ii) if an objection is filed to the settlement
22 and/or an objector appears at the approval hearing, then the earlier of the following:
23 (a) the expiration of all potential appeal periods without a filing of a notice of appeal
24 of the final approval order or judgment; (b) final affirmance of the approval order and
25 judgment by an appellate court as a result of any appeal(s); or (c) final dismissal or
26 denial of all such appeals (including but not limited to any petition for review,
27 rehearing, or certiorari) such that the final approval order and judgment is no longer
28 subject to further judicial review.

1 G. "Employee Data" means information regarding the Aggrieved Employees that
2 Defendant will in good faith compile from its records and provide to the Settlement
3 Administrator. It shall be formatted in the manner requested by the Settlement
4 Administrator and shall include sufficient information to effectuate this settlement,
5 including but not limited to: each Aggrieved Employee's full name; last known
6 address; Social Security Number; and the number of Pay Periods worked during the
7 PAGA Period.

8 H. "Funding Date" shall mean the date Defendant has completed the third and final
9 payment of the Total Settlement Amount. The Total Settlement Amount shall be paid
10 in three (3) monthly installments as follows:

- 11 1. One payment of 50% of the Total Settlement Amount, or \$49,056.50, to be
12 paid within thirty (30) days after the date the Court approves the settlement
13 and enters judgment ("first payment");
- 14 2. One payment of 25% of the Total Settlement Amount, or \$24,528.25, to be
15 paid within thirty (30) days of the first payment ("second payment"); and
- 16 3. One payment of 25% of the Total Settlement Amount, or \$24,528.25, to be
17 paid within thirty (30) days of the second payment ("third payment").

18 I. "Individual PAGA Payment(s)" means the amount of Labor Code section 2699
19 penalties to be paid to each respective Aggrieved Employee, which will be 25% of
20 the Net Settlement Amount.

21 J. "LWDA" means the California Labor and Workforce Development Agency.

22 K. "Net Settlement Amount" or "NSA" means the amount remaining from the Total
23 Settlement Amount after deducting the Settlement Administration Cost, Plaintiff's
24 Service Award, and the Plaintiff's Counsel Award. The NSA shall be used to satisfy
25 Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the
26 Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall
27 be allocated to the Aggrieved Employees ("Aggrieved Employee Payment") and
28 distributed based on the pro rata number of Pay Periods worked by each Aggrieved

Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA ("LWDA Payment").

L. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved Employees by the Settlement Administrator in the form set forth as Exhibit A to this Agreement.

M. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*

N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA Period for each Aggrieved Employee divided by the total of the Pay Periods for all Aggrieved Employees during the PAGA Period.

O. "PAGA Period" means the period from December 14, 2020 to the date the Court approves the PAGA settlement.

P. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any pay period in which Aggrieved Employees received wages during their employment with Defendant during the PAGA Period.

R. "Plaintiff" or "PAGA Representative" shall mean Marvin Geovany Flores Navarro.

S. "Plaintiff's Counsel" shall mean Rana Nader and Hengameh S. Safaei of Proxy Law Firm.

T. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for the services they have rendered to Plaintiff, the State of California, and the Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the Total Settlement Amount (\$32,704.33) plus actually incurred litigation costs as documented by Plaintiff Counsel's cost summary. Plaintiff Counsel's application for the Plaintiff's Counsel Award is subject to Court approval, and a reduction in

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

U. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Total Settlement Amount.

V. "Released PAGA Claims" shall mean all PAGA claims which were asserted or could reasonably have been asserted based on the facts alleged in Plaintiff's Complaint, First Amended Complaint, and Plaintiff's original and Amended PAGA notices to the LWDA, which include claims for PAGA penalties predicated upon the following: failure to furnish complete itemized wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to maintain accurate records in violation of Labor Code sections 226, 558, 1174, and 1175; failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7, 512, and 558; failure to provide compliant rest periods or compensation in lieu thereof in violation of Labor Code section 226.7, 516, and 558; failure to timely pay wages during employment in violation of Labor Code section 204; failure to pay all wages due upon separation of employment in violation of Labor Code sections 201, 202, and 203; claims for violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1175 and claims for civil penalties and other relief pursuant to Labor Code section 2699, and the sections preceding and following section 2699.

W. "Released Parties" shall mean Defendant and its past and present officers, directors, shareholders, owners, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates, related companies, parents, subsidiaries, successors in interest, predecessors in interest, and attorneys.

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

Y. "Settlement Administrator" means Phoenix Settlement Administrators, 1411 North Batavia Street #105, Orange, CA 92867; Tel: (800) 523-5773; Email: info@phoenixclassaction.com. The Settlement Administrator establishes,

designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Total Settlement Amount is deposited for the purpose of resolving the claims in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the Aggrieved Employee Payment.

Z. "Settlement Administration Costs" means the amount to be paid for the costs of administration of the Settlement from the Total Settlement Amount.

AA. "Service Award" means \$5,000 payable to Plaintiff for his service to the State of California and the Aggrieved Employees, the risk he took by attaching his name to this Action, and his release of individual wage and hour claims alleged or that could have been alleged in the Action and Plaintiff's PAGA notices.

BB. "Total or Gross Settlement Amount" means Ninety-Eight Thousand One Hundred Thirteen Dollars and Zero Cents (\$98,113.00), which Defendant shall pay into the QSF in connection with this Settlement, inclusive of the Aggrieved Employee Payments, LWDA Payment, Plaintiff's Service Award, Plaintiff's Counsel Award (including Plaintiff's Counsel's costs and expenses), and the Settlement Administration Costs.

II. RECITALS

A. On December 14, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On February 18, 2022, Plaintiff filed the Action against Defendant alleging a single cause of action for violations of PAGA for various alleged violations of the Labor Code;

C. On July 15, 2022, Plaintiff filed an Amended Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

1 D. On September 19, 2022, Plaintiff filed his First Amended Complaint in the Action
2 against Defendant alleging a single cause of action for violations of PAGA for, *inter*
3 *alia*, the following:

- 4 1. Failure to furnish complete itemized wage statements;
- 5 2. Failure to provide compliant meal periods;
- 6 3. Failure to provide complaint rest periods;
- 7 4. Failure to timely pay wages during employment;
- 8 5. Failure to pay all wages due upon separation of employment;
- 9 6. Claims for civil penalties and other relief pursuant to Labor Code sections
10 2699 *et seq.* predicated on violations of Labor Code sections 201, 202, 203, 204, 210,
11 226, 226.3, 226.7, 510, 512, 516, and 558.

12 E. During the course of the Action, the Parties through their respective counsel engaged
13 in informal settlement negotiations and the exchange of informal discovery and
14 aggregate data, which concluded with a settlement that was memorialized in the form
15 of a Memorandum of Understanding, fully executed by the Parties and their counsel
16 on January 5, 2023.

17 F. This Agreement replaces and supersedes the Memorandum of Understanding and any
18 other agreements, understandings, or representations between the Parties. This
19 Agreement represents a compromise and settlement of highly disputed claims.
20 Nothing in this Agreement is intended or will be construed as an admission by
21 Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have
22 merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on
23 those claims or any other claims, or as an admission by Plaintiff that Defendant's
24 defenses in the Action have merit.

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

26 **III. TERMS OF AGREEMENT**

27 A. Settlement Consideration and Settlement Payments by Defendant.
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1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant and the Released Parties will pay the Total Settlement Amount of Ninety-Eight Thousand One Hundred Thirteen Dollars and Zero Cents (\$98,113.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Total Settlement Amount shall revert to Defendant.

2. Estimated Number of Aggrieved Employees and Pay Periods. According to Defendant, there are not more than 253 Aggrieved Employees in the PAGA Period. According to Defendant, there are currently estimated to be 3,207 pay periods during the PAGA Period.

3. Settlement Payment. Defendant shall pay, via wire transfer or check, the Total Settlement Amount to the Settlement Administrator on or before the Funding Date pursuant to the payment schedule outlined in I.I. above.

B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California shall release the Released Parties from the PAGA Released Claims for the PAGA Period.

C. Release by Plaintiff Only. In addition to the release in Paragraph III.B, Plaintiff releases the Released Parties from all individual wage and hour claims alleged or that could have been alleged based on the facts alleged in the Action and/or Plaintiff's PAGA Notices, including, but not limited to, any alleged violation of:

- Failure to furnish complete itemized wage statements in violation of Labor Code sections 226, 226.2, 1174, and 1175;
- Failure to maintain accurate records in violation of Labor Code sections 226, 226.2, 558, 1174, and 1175;
- Failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7, 512, and 558;
- Failure to provide compliant rest periods or compensation in lieu thereof in violation of Labor Code section 226.7, 516, and 558;
- Failure to timely pay wages during employment in violation of Labor Code section 204;

- Failure to pay all wages due upon separation of employment in violation of Labor Code sections 201, 202, and 203;
- Claims for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 226, 22.62, 226.3, 226.7, 510, 512, 516, 558, 1174, 1175, 1194, 1197.1, 1199; and
- Claims for failure to pay wages, failure to pay minimum wage, failure to pay overtime, failure to provide compliant meals and rest breaks or compensation in lieu thereof, failure to pay bonuses, failure to provide sick leave, and failure to provide vacation pay;
- Individual wage and hour claims that may be asserted under the California *Business and Professions Code* Section 17200, *et seq.*;
- Those provisions of the California Labor Code relating to individual wage and hour claims that lawfully may be released;
- Individual wage and hour claims that may be asserted under any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance relating to individual wage and hour claims;
- Individual wage and hour claims that may be asserted under any public policy, contract, tort, or common law relating to individual wage and hour claims; and
- Any basis for recovering costs, fees or other expenses including attorneys' fees in connection with individual wage and hour claims.

D. Representations by Plaintiff and Plaintiff's Counsel. Plaintiff and Plaintiff's Counsel are not currently aware of any: (a) unalleged claims against Defendant or the Released Parties in addition to, or different from, those which are finally and forever settled and released against Defendant and the Released Parties by this settlement and Plaintiff's individual settlement with Defendant; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant or the Released Parties, except such facts and theories specifically alleged in the operative complaint in this action. Plaintiff and Plaintiff's Counsel further represent that, other than this action, they have no current intention of asserting any other claims against Defendant or the Released Parties in any judicial or administrative forum, including but not limited to any PAGA or class claims. Plaintiff agrees not to file any PAGA claims in the future against Defendant or the Released Parties. Plaintiff represents that he has not filed any PAGA claims against Defendant or the Released Parties other than those pending in the Action, which will be released as part of this Agreement. Plaintiff and Plaintiff's Counsel represent that they do not currently know of or represent any

persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant.

E. Class Action Waiver. Plaintiff waives any right or ability to be a class action representative or to otherwise participate in any putative or certified class action based on such a claim in which the Defendant or any of the Released Parties identified in this Agreement is a party, and will affirmatively opt out of any such class action.

F. Conditions Precedent: This Settlement will become final and effective only upon (1) the Court entering an order approving the Settlement, and (2) Defendant fully funding the Total Settlement Amount.

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

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

2. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

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

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the

acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff’s Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement and to report on the distribution of the funds; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

K. Employee Data. No later than thirty (30) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the Employee Data.

1 L. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay
2 the Total Settlement Amount on or before the Funding Date pursuant to the payment
3 schedule outlined in Section I.I. above.

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

13 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
14 individual PAGA Payments shall be allocated and treated 100% as penalties
15 and interest. The Individual PAGA Payments shall not be subject to wage
16 withholdings and shall be reported on IRS Form 1099.

17 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
18 Payments made to the Aggrieved Employees under this Settlement
19 Agreement, as well as any other payments made pursuant to this Settlement
20 Agreement, will not be utilized to calculate any additional benefits under any
21 benefit plans to which any Aggrieved Employee may be eligible, including,
22 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
23 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
24 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
25 will not affect any rights, contributions, or amounts to which any Aggrieved
26 Employee may be entitled under any benefit plans.

27 4. Mailing. The Settlement Administrator shall conduct one National Change of
28 Address ("NCOA") search for all Aggrieved Employees identified on the

1 Settlement List. No later than fifteen (15) days after its receipt of total Gross
2 Settlement Amount, the Settlement Administrator shall mail the Notice of
3 PAGA Settlement and each Individual PAGA Payment to all Aggrieved
4 Employees by first-class United States mail, postage prepaid, to the last
5 known address of each Aggrieved Employee with directions to the Postmaster
6 to forward the Notice and Individual PAGA Payment and return all
7 undeliverable Notices and Individual PAGA Payments to the Settlement
8 Administrator. For each Notice and Individual PAGA Payment that is returned
9 as undeliverable, the Settlement Administrator shall promptly attempt to
10 locate the Aggrieved Employee by using an address refresher database.

11 5. Expiration. Any checks issued to Aggrieved Employees shall remain valid
12 for one hundred and eighty (180) days from the date of their issuance. If an
13 Aggrieved Employee does not cash his or her settlement check within 90 days,
14 the Settlement Administrator will send a letter to such persons, advising that
15 the check will expire after the 180th day, and invite that Aggrieved Employee
16 to request reissuance in the event the check was destroyed, lost or misplaced.
17 In the event Aggrieved Employee Payment checks have not been cashed
18 within one hundred and eighty (180) days, the Settlement Administrator shall
19 cause the aggregate sum represented by those uncashed checks to be sent to
20 the California State Controller's unclaimed property fund in the name of the
21 Aggrieved Employee(s).

22 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
23 Payment to the LWDA as one lump sum payment within five (5) calendar
24 days of the Funding Date. If the funds are transmitted by check, the Settlement
25 Administrator shall send the funds via certified mail with return receipt
26 requested to Plaintiff's Counsel.

27 7. Plaintiff's Counsel Award. Defendant understands a request by Plaintiff's
28 Counsel for attorneys' fees not to exceed one-third of the Total Settlement

Amount (currently estimated to be \$32,704.33) plus costs and expenses supported by declaration, from the Total Settlement Amount will be made. Any portion of the requested Plaintiff's Counsel Award that is not awarded to Plaintiff's Counsel shall be part of the Net Settlement Amount and shall be distributed to the LWDA and the Aggrieved Employees as provided in this Agreement. The Settlement Administrator shall distribute and pay the Plaintiff's Counsel Award to Plaintiff's Counsel from the Total Settlement Amount within fifteen calendar days after the Funding Date. Plaintiff's Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

8. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Total Settlement Amount. The Settlement Administrator shall be paid the Settlement Administration Costs no later than thirty (30) calendar days after the Funding Date.

M. Approval Motion. The Parties will seek to obtain the Court's approval of this Agreement by way of an unopposed motion, joint motion, or stipulation to be filed by Plaintiff's Counsel. Plaintiff's Counsel and Plaintiff shall use their best efforts to file with the Court a Motion for Approval of PAGA Settlement and/or a stipulation requesting approval of PAGA settlement within thirty (30) calendar days following the execution of this Agreement. Defendant will be provided with the proposed motion or stipulation at least five days before it is filed.

1 N. Notice of Settlement to LWDA. In connection with the Motion for Approval of
2 PAGA Settlement, Plaintiff's Counsel shall submit this Agreement to the LWDA
3 pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within
4 ten (10) days after the entry of the judgment or order approving this Settlement,
5 submit the order approving the Settlement to the LWDA pursuant to California Labor
6 Code section 2699(1)(3).

7 N. Review of Motion for Settlement Approval. At least five (5) calendar days before
8 filing with the Court, Plaintiff Counsel will provide an opportunity for Counsel for
9 Defendant to review the Motion for Approval of PAGA Settlement and/or stipulation
10 for approval of PAGA settlement, as well as the proposed Judgment and Order
11 Granting Approval of the PAGA Settlement. The Parties and their counsel will
12 cooperate with each other and use their best efforts to obtain the Court's approval of
13 the Motion for Approval of PAGA Settlement, and entry of Judgment.

14 O. Cooperation. The Parties and their counsel will cooperate with each other and use
15 their best efforts to implement the Settlement.

16 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
17 except such proceedings necessary to implement and complete the Settlement.

18 Q. Amendment or Modification. This Agreement may be amended or modified only by
19 a written instrument signed by counsel for all Parties or their successors-in-interest.

20 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
21 Agreement among these Parties, and no oral or written representations, warranties or
22 inducements have been made to any Party concerning this Agreement or its Exhibit
23 other than the representations, warranties and covenants contained and memorialized
24 in this Agreement and its Exhibit.

25 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate
27 this Agreement and to take all appropriate Action required or permitted to be taken by
28 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Agreement. The person signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff Counsel's qualifications and experience. Further, Plaintiff Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Settlement Approval is filed. Nothing herein shall restrict Plaintiff's Counsel from complying with filing and notice requirements to the LWDA relating to PAGA settlements or otherwise including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm, or other entity.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of

1 them shall be deemed to be one and the same instrument provided that counsel for the
2 Parties to this Agreement shall exchange among themselves copies or originals of the
3 signed counterparts.

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

8 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
9 respect to the interpretation, implementation, and enforcement of the terms of this
10 Agreement and all orders and judgments entered in connection therewith, and the
11 Parties and their counsel submit to the jurisdiction of the Court for purposes of
12 interpreting, implementing, and enforcing the settlement and all orders and judgments
13 entered in connection with this Agreement.

14 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
15 the Court shall first attempt to construe the provisions valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this
17 Agreement valid and enforceable. If such construction is not possible, those provisions
18 or portions thereof which are determined by the Court to be unenforceable shall be
19 severed from the remainder of this Agreement and the remainder of the Agreement
20 will remain in full force and effect.

21 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
22 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
23 Defendant contends that the Released PAGA Claims have no merit and do not give
24 rise to liability. This Agreement is a compromise of disputed claims. Nothing
25 contained in this Agreement and no documents referred to and no action taken to carry
26 out this Agreement may be construed or used as an admission by or against the
27 Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the
28

claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

IT IS SO AGREED, BY PLAINTIFF:

DATED: 3/22/2023

DocuSigned by:

M R V N

Marvin Geovany Flores Navarro

IT IS SO AGREED, BY DEFENDANT:

DATED: 3/24/2023

DocuSigned by:

Kevin Lai

Quach & Lai, LLC d/b/a Manila Oriental Market

Kevin Lai

Printed Name

BOOK KEEPER

Title

IT IS SO AGREED BY COUNSEL:

DATED: 3/22/2023

PROXY LAW FIRM

DocuSigned by:

Hengameh Safaei

By:

Attorneys for

Plaintiff and the Aggrieved Employees

DATED: 3/24/2023

MARTIN LAW FIRM, PC

DocuSigned by:

David L. Martin

By:

Attorneys for Defendant

Quach & Lai, LLC d/b/a Manila Oriental Market

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Marvin Geovany Flores Navarro (“Plaintiff”) against Quach & Lai, LLC d/b/a Manila Oriental Market (the “Company”), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2699 *et seq.* (“PAGA”). Plaintiff claimed that he and other employees at the Company were not provided legally compliant meal and rest periods; not provided with accurate itemized wage statements; and not timely paid wages due during and upon termination of employment. Plaintiff also contends that the Company failed to maintain true and accurate records.

The Company denies these claims and denies that it owes any penalties to Plaintiff or other employees. In order to avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The Superior Court of California, County of San Francisco approved the settlement.

A complete copy of the settlement agreement, as well as the Court’s order approving the settlement, can be found at <https://cadir.secure.force.com/PagaSearch/>

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. The check shall remain valid for one hundred eighty (180) days. The enclosed check **MUST** be cashed or deposited within **180 days** or your settlement amount will be tendered to the Unclaimed Property Fund of the California State Controller’s Office, to be held in your name.

If you have any questions about your award, please contact the [insert administrator information].