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Attorney for Plaintiff GISELLA M. HURTADO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

GISELLA M. HURTADO, an individual;

Plaintiff,

v.

BRASA ROTISSERIE, a business entity
form unknown; VICTOR BEGAZO, an
individual; FRANCESCA BEGAZO, an
individual; ANGELA KISHIJARA, an
individual; STEPHEN HALL a/k/a STEVE
HALL, an individual; and DOES 1 through
100, inclusive;

Defendants.

Case Number: 30-2022-01258759-CU-OE-CXC

**[PROPOSED] ORDER GRANTING COURT
APPROVAL OF PAGA SETTLEMENT,
ENTERING JUDGMENT ON PAGA CLAIMS
AND DISMISSAL, WITH PREJUDICE, OF
PLAINTIFF'S INDIVIDUAL CLAIMS**

Hearing:

Date: August 3, 2023

Time: 2:00 p.m.

Dept.: CX101

Complaint Filed: May 9, 2022

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

The Court hereby ORDERS the following:

1. GOOD CAUSE appearing, Plaintiff's Unopposed Motion for Court Approval of PAGA Settlement is GRANTED;
2. The Court enters judgment on the settlement of the PAGA action, with the Court retaining jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement per Code of Civil Procedure section 664.6;

3. The total Gross Settlement Value shall be \$12,000.00. From this amount, \$4,075.00 shall be allocated to attorney's fees and costs for Plaintiff's counsel, \$2,500.00 to Phoenix Settlement Administrators, and \$4,068.75 to the Labor and Workforce Development Agency. The remainder, \$1,356.25, shall be allocated to employees who worked during the Covered Period, using a formula based on the number of pay periods;
4. Attached hereto as "EXHIBIT 1" is a true and correct copy of the Settlement Agreement and Release;
5. Attached hereto as "EXHIBIT 2" is a true and correct copy of the Notice to Aggrieved Employees;
6. The deadline for aggrieved employees to submit disputes is within 60 days of the date the Administrator mails the Court-Approved Notices.
7. The Hearing for the Final Accounting shall be on April 25, 2024 at 9:00 AM in Department CX104.
8. Plaintiff shall submit to the Court a final report at least 10 calendar days prior to the final accounting hearing, including the actual amounts paid to aggrieved employees and the other amounts distributed under the settlement, including uncashed checks.
9. The Court dismisses, with prejudice, the individual claims of Plaintiff GISELLA M. HURTADO.
10. The Court dismisses, without prejudice, the PAGA claims with respect to workers of Inka Mamas restaurant located at 3930 S. Bristol St #107, Santa Ana, CA 92704.

IT IS SO ORDERED.

DATED: September 13, 2023



Melissa R. McCormick
Judge of the Superior Court

EXHIBIT 1

Settlement Agreement and Release

This Settlement Agreement and Release (hereinafter “Agreement”) is entered into by and between GISELLA MARIA HURTADO (hereinafter “PLAINTIFF” or “Releasor”) (“PLAINTIFF” shall not mean LWDA or Aggreived Employees) on behalf of herself and on behalf of the State of California as a Private Attorney General, on the one hand, and BRASA ROTISSERIE, FRANCESCA BEGAZO, VICTOR BEGAZO, ANGELA KISHIJARA, AND STEPHEN HALL (“DEFENDANTS”; collectively DEFENDANT and PLAINTIFF shall be referred to individually as a “Party” or collectively as the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699 subd. (1)(2).

Recitals

WHEREAS, on May 9, 2022, PLAINTIFF filed a Complaint in Orange County Superior Court, Case No. Case No. 30-2022-01258759-CU-OE-CXC (“the Action”), against DEFENDANTS alleging the following claims for, inter alia, minimum wage violations; unpaid overtime; meal and rest period violations; wage statement violations, disability discrimination under FEHA; wrongful termination under FEHA; and civil penalties under the Private Attorney Genral Act of 2004, California Labor Code section 2698 et seq. (“AGA”);

WHEREAS, prior to initiating the Action, on February 4, 2022, PLAINTIFF submitted a letter to the LWDA via the LWDA’s website, and mailed a copy to DEFENDANTS via certified mail, in accordance with the requirements of California Labor Code section 2699.3;

WHEREAS, DEFENDANTS deny and dispute all of PLAINTIFF’S allegations and contend that neither the PLAINTIFF nor any other individual has incurred any loss or damages as a result of any conduct alleged in the Action;

WHEREAS, DEFENDANTS represent they employed 25 employees at BRASA Rotisserie during the Period of May 9, 2021 to present;

WHEREAS, the Parties desire to avoid the disruption, inconvenience, uncertainty, and costs associated with further litigation of any claims that the PLAINTIFF has, had, or may claim to have arising out of his employment with Defendants;

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of all the PAGA claims and non-PAGA claims, and have arrived at the settlement after extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

WHEREAS, the Action included as Aggreived Employees “workers brought from a nearby restaurant called ‘Inka Mamas’” (located at 3930 S. Bristol St #107, Santa Ana, CA 92704); however, Inka Mamas workers are excluded from the Settlement the PAGA claims and the Action will be dismissed without prejudice with respect workers brought from Inka Mamas;

NOW, THEREFORE, in consideration of the obligations upon PLAINTIFF and DEFENDANTS as set forth in this Agreement, the sufficiency of which is hereby acknowledged by all Parties, the Parties agree as follows:

1. DEFINITIONS

- a. This Agreement shall be effective when it is fully executed by all Parties (“Effective Date”).

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- b. “Court” means, the Superior Court for the State of California, County of Orange, in which the Action is currently pending before The Honorable Peter Wilson in department CX102. “Court” shall also mean any other court that acquires proper jurisdiction of this Action.
- c. “Court Approval” means the Court’s approval of the settlement of the PAGA Claims (as defined below) under this Agreement, as required under California Labor Code section 2699, subd (1)(2).
- d. “Complaint” means the operative complaint in the Action filed with the Court by the Plaintiff.
- e. “Plaintiff’s Counsel” means Sarkis Sirmabekian of the Sirmabekian Law Firm, PC, 3435 Wilshire Blvd., Ste. 1710, Los Angeles, CA 90010.
- f. “Defense Counsel” means Idin Kashefipour of Messner Reeves, LLP, 650 Town Center Drive, Ste. 700, Costa Mesa, CA 92626.
- g. “Covered Period” shall mean the period commencing from May 9, 2021 through the date of Court Approval.
- h. “Aggrieved Employee” shall mean a person employed by DEFENDANTS at Brasa Rotisserie during the Covered Period.
- i. “LWDA” means the State of California Labor and Workforce Development Agency.
- j. “Releasees” means DEFENDANTS BRASA ROTISSERIE, FRANCESCA BEGAZO, VICTOR BEGAZO, ANGELA KISHIJARA, AND STEPHEN HALL and all of their respective past, present and future directors, officers, owners, board members, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them (hereinafter “Releasees”).
- k. “PAGA Claims” means Aggrieved Employee’s claims for PAGA penalties during the Covered Period that were alleged in the Complaint, as well as any and all claims for PAGA penalties that could have been asserted in the Complaint based on the facts alleged therein. “PAGA Claims” does not include any individual claims of an Aggrieved Employee.
- l. “Individual Settlement Value” means the amount of money DEFENDANTS will pay the PLAINTIFF in exchange for her general releases of her individual, non-PAGA, claims, as described herein, which Seventy Thousand Dollars and Zero Cents (\$70,000.00).
- m. “Gross Settlement Value” or “GSV” means the total amount of money DEFENDANTS will pay in consideration for this Settlement, which is Eighty Two Thousand Dollars and Zero Cents (\$82,000.00) Under no circumstances shall the GSV exceed \$82,000.00. The GSV consists of the following allocations (“PAGA Payments”):

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- i. PLAINTIFF’S Counsel’s fees and costs;
- ii. The Individual Settlement Value to PLAINTIFF totaling \$70,000.00;
- iii. The total penalties allocated toward the PAGA Claims (“PAGA Value”) totaling Twelve Thousand Dollars (\$12,000.00). From the PAGA Value, 33.33% shall be paid to Plaintiff’s Counsel for PAGA counsel fees, \$75.00 for PAGA costs, and \$2,995.00 to Phoenix Settlement Administrators. The remaining difference (“NET PAGA Value”) shall be paid as follows: 75% shall be paid to the LWDA (“LWDA Penalty”), and 25% shall be paid to Aggrieved Employees (“Employee Penalty”).
 - a. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of NET PAGA Value by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility for any taxes owed on their Individual PAGA Payment.
 - b. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- iv. DEFENDANTS agree that if during the Covered Period (May 9, 2021 through Court Approval) the actual employee count increases by more than 10%, then DEFENDANTS shall increase the PAGA VALUE by an amount that mirrors the increase in the overall size (e.g., if the number of employees increases above 25 by 15% as of the end of the Covered Period, DEFENDANTS shall increase the PAGA Value by 15%).
- v. No portion of the GSV will revert to Defendants for any reason.
- vi. Within 14 calendar days after the Court grants Approval, DEFENDANTS shall provide a list of Aggrieved Employees and all necessary information to the Administrator. Within 21 days after the Court grants Approval, the Administrator will mail the Court approved notices and disbursement forms to the Aggrieved Employees.
- vii. For any notices or checks returned as undeliverable or notifying the Administrator that the Aggrieved Employee is no longer at the address, the Administrator shall perform a skip-trace on that individual and re-mail the notice and claim form within three (3) business days of receiving information that the mailing was undeliverable or the Aggrieved Employee was no longer at the address to the new address found in under the skip-trace.
- viii. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- ix. An Aggrieved Employee may object to the calculation(s) on which Individual Payments are based. Such Objection must be received by the Administrator within 60 days of the date the Administrator mails the Court-Approved Notices. The Administrator shall immediately consult with the Parties to determine whether an

adjustment is warranted. Any dispute over the Objection must be resolved by the Parties within 30 days of receipt of the Objection. Any disputes unresolved within this specified time period shall be promptly submitted to the Court by the Parties to be resolved by the Court within 90 days of receipt of Objection.

- x. The Court approved notices will be translated into Spanish by the Administrator.

2. PAYMENT TO PLAINTIFF

Within thirty (30) days of Court Approval of this Agreement, DEFENDANTS shall deliver to PLAINTIFF'S Counsel the Gross Settlement Value, which shall be payable to "Sirmabekian Law Firm Client Trust Account" and will be reported on IRS Form 1099.

Payment of the Gross Settlement Value shall be due to PLAINTIFF within thirty (30) days of the latest date each of the conditions in the Agreement have been met. PLAINTIFF specifically acknowledges and understands that the thirty (30) day clock shall not begin to run until the last date upon which all of the conditions below have been met:

- a. Full execution of this Agreement;
- b. Full approval by the Orange County Superior Court of any PAGA settlement;
- c. Receipt by DEFENDANTS of PLAINTIFF's properly completed IRS W-9 Form on the current, October 2018 revision;
- d. Receipt by DEFENDANTS of PLAINTIFF's counsel's properly completed IRS W-9 Form on the current, October 2018 revision
- e. Expiration of the seven (7) day revocation period referenced in paragraph 15 (entitled "Release of Rights and Claims Under the ADEA") and absent a revocation and receipt of written confirmation from CLAIMANT'S counsel that CLAIMANT did not exercise his right to revocation.

PLAINTIFF acknowledges that she has obtained no advice from the Releasees and that neither the Releasees nor their attorneys have made any representations regarding the tax consequences, if any, to her regarding the payment provided for in this section. PLAINTIFF understands that the taxability of the payment provided for in this section shall be governed by applicable federal, state and local tax laws and regulations, and that she shall be solely responsible for any taxes, interest and penalties that she might owe with respect to such payment. PLAINTIFF further agrees that, in the event that PLAINTIFF fails to pay the taxes that are due as a result of the payment made pursuant to this Agreement and any taxing authority looks to Releasees for satisfaction of any tax liability, penalties, fines, interest or withholdings associated with the payment provided for in this section, she shall indemnify and hold harmless Releasees for all taxes, penalties, interest, withholdings, amounts paid in settlement to any taxing authority, and expenses, including but not limited to, defense expenses and attorneys' fees, with regard to the payments.

3. COURT APPROVAL, COOPERATION, AND PLAINTIFFS' COUNSELS' ATTORNEYS' FEES AND COSTS.

PLAINTIFF shall motion the Court for approval within 60 days of the Effective Date of this Settlement Agreement, or by notice deadline of the earliest hearing date available with the

Court, whichever is later. In requesting Court Approval of this Agreement, PLAINTIFF shall file a noticed motion with the Court. One week prior to filing the motion, PLAINTIFF'S Counsel shall send a draft to Defense Counsel for comments. The motion will include a declaration from PLAINTIFF'S Counsel explaining why the Settlement of the PAGA Claims should be approved by the Court as fair, reasonable, and adequate. DEFENDANT shall not oppose the motion so long as it is consistent with the terms of this Agreement.

The Parties acknowledge that the PAGA Payments are not guaranteed and could be denied by the Court. Thus, the PAGA Payments are expressly conditioned upon Court Approval. Should the Court deny the PAGA Payments, this entire Agreement shall be voidable by any Party.

The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Agreement and other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, PLAINTIFF'S Counsel shall, with the assistance and cooperation of DEFENSE counsel, take all necessary steps to secure Court Approval.

4. NOTIFYING THE LWDA OF THIS AGREEMENT AND SENDING THE LWDA PAYMENT; ADMINISTRATION

Prior to requesting Court Approval of this Settlement, PLAINTIFF'S Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code section 2699 subd. (1)(2). Verification of the submission to the LWDA shall be included as an exhibit to PLAINTIFF'S Counsel's declaration in support of the motion for Court Approval.

The Parties select Phoenix Administrators as the settlement administrator, who shall ensure timely distribution of the PAGA penalties to the LWDA and aggrieved employees.

5. NOTICE OF SETTLEMENT.

Counsel for PLAINTIFF shall file a Notice of Settlement of this Action in the Superior Court of California, County of Orange within five (5) days of the full execution of this Agreement.

6. DISMISSAL.

Counsel for PLAINTIFF shall provide counsel for DEFENDANT with an executed Request for Dismissal with Prejudice suitable for filing in the Superior Court of California, County of Orange within five (5) days of court approval and receipt and clearance of the GSV.

7. RELEASES

Release by PLAINTIFF. PLAINTIFF hereby releases and forever discharges DEFENDANTS and all of their respective past, present and future directors, officers, owners, board members, employees, employers, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them (hereinafter "Releasees") from any and all claims of whatever nature, whether known or unknown, which exist or may exist on PLAINTIFF

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behalf against Releasees as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, equitable claims, breach of fiduciary duty claims, ERISA claims, wrongful termination claims, public policy claims, retaliation claims, discrimination claims, harassment claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance covering discrimination, harassment or retaliation in employment or the payment of wages and benefits, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the American with Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Fair Labor Standards Act, the California Labor or Government Code, the Employee Retirement Income Security Act, the California Family Rights Act, the Private Attorney General Act, and the California Fair Employment and Housing Act.

DEFENDANTS agree to release and forever discharge PLAINTIFF from any and all claims, causes of action and liabilities of any kind (including attorney's fees, interest, expenses and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected which DEFENDANTS now has or had, or which DEFENDANTS at any time hereafter may have or allege to have against PLAINTIFF.

Release of PAGA Claims: Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the Covered Period facts stated in the May 9, 2022 Complaint and accompanying PAGA Notice in the Action.

8. WAIVER OF RECOVERY.

PLAINTIFF will not engage in or assist in any litigation against DEFENDANTS or any Releasee relating to anything occurring prior to the effective date of this Agreement, except as compelled by order of a court or as necessary to participate in an investigation or proceeding conducted by the EEOC, the DFEH, or other governmental agency. PLAINTIFF further acknowledges and understands that this Agreement does not prohibit PLAINTIFF from filing an administrative charge or claim with: (a) the EEOC or DFEH or any state or local agency authorized to accept such charge or claim, or (b) the United States National Labor Relations Board. This Agreement does, however, preclude PLAINTIFF from receiving any monetary, injunctive, or other personal relief related in whole or in part to claims released in this Agreement. Should any individual or entity who is not subject to this Agreement bring an administrative charge, claim, or action against DEFENDANTS or any Releasee that results in assignable recovery or relief for PLAINTIFF, PLAINTIFF waives any right to such recovery or relief and specifically assigns to DEFENDANT and/or any Releasee, as the case may be, the right to any such recovery or relief arising from such proceeding.

9. ATTORNEY'S FEES.

Except as provided in Paragraph 1(m)(iii) of this Agreement, each party shall be responsible for bearing their own costs, expenses and attorneys' fees incurred in connection with the parties' dispute as well as the negotiation and the completion of this settlement.

10. NO FILING OF CLAIMS.

PLAINTIFF represents and warrants that she does not presently have on file any claims, charges, grievances, actions, appeals or complaints against Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement other than the present action and the corresponding DFEH and LDWA notices. PLAINTIFF agrees, represents, and warrants that she shall not file any new claims, charges, grievances, actions, appeals or complaints against Releasees in or with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Agreement.

11. WAIVER OF UNKNOWN CLAIMS.

It is further understood and agreed by the PLAINTIFF and DEFENDANTS that as a condition of this Agreement, the PLAINTIFF and DEFENDANTS hereby expressly waive and relinquish any and all claims, rights or benefits that PLAINTIFF may have against DEFENDANTS, and DEFENDANTS may have against PLAINTIFF under California *Civil Code* section 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

In connection with such waiver and relinquishment, the PLAINTIFF and DEFENDANTS hereby acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those that the PLAINTIFF and DEFENDANTS now know or believe to exist, but that the PLAINTIFF and DEFENDANTS expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on her behalf against each other at the time of execution of this Agreement, including, but not limited to, any and all claims of whatever nature relating to PLAINTIFF’S alleged employment with DEFENDANTS and her separation therefrom. The PLAINTIFF and DEFENDANTS further acknowledge, understand and agree that this representation and commitment is essential to the PLAINTIFF and DEFENDANTS and that this Agreement would not have been entered into were it not for this representation and commitment.

12. NON-ADMISSION OF LIABILITY.

PLAINTIFF acknowledges that Releasees deny any wrongdoing whatsoever in connection with PLAINTIFF and that the settlement agreement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense and uncertainty of further litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of Releasees.

13. CONFIDENTIALITY.

The Parties agree that they will not hereafter, without compulsion of legal process, disclose to others, either directly, indirectly or by implication, the fact or terms of this settlement or the amounts referred to or involved in any way in this Agreement (either by specific dollar amount, by number of “figures”, or otherwise), except that they may disclose such information as is necessary to their spouses, attorneys, accountants, other professional advisors, or where disclosure is required by law. Moreover, the Parties may disclose this agreement in full in filings with the Court in seeking Court Approval of the PAGA Settlement. If the Parties are asked a question about the status of the lawsuit, they shall be authorized to state “the matter has been resolved” or “no comment” and no more.

PLAINTIFF further agrees that she will instruct her attorneys not to disclose the terms of this agreement other than as necessary for tax purposes. The Parties further acknowledge and agree that in no way are their respective attorneys’ parties to this agreement.

In the event that any of the Parties believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process), to make such disclosures, they shall so notify the opposing party in writing immediately, and in no event less than ten (10) days prior to the date for disclosure. If it is not possible to do so at least ten (10) days in advance, PLAINTIFF will notify Idin Kashefipour, counsel for DEFENDANTS, at (949) 612-9349, while DEFENDANT will notify Sarkis Sirmabekian, counsel for PLAINTIFF, at (818) 473-5003, within twenty-four (24) hours of receiving notice that they are so obligated. If the party receiving such notice takes any action to challenge such disclosure, the party who believes they are legally obligated to make the disclosure shall defer making such disclosure until the opposing party’s challenge is finally resolved, unless ordered by a Court to give the information notwithstanding the challenge.

The Parties understand and expressly agree that the confidentiality of this Agreement and its terms is essential and that this Agreement would not have been entered into were it not for this confidentiality.

14. ACKNOWLEDGEMENT OF WAGES PAID AND NO OTHER AMOUNTS DUE.

PLAINTIFF acknowledges that upon receipt of the Payment she has been paid any and all wages, salary, bonuses, commissions or other amounts due from DEFENDANT, and that no other amounts are due to PLAINTIFF from DEFENDANT. Consequently, California Labor Code Section 206.5 is not applicable to the resolution of this matter by the PARTIES hereto. Section 206.5 provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor.”

15. RELEASE OF RIGHTS AND CLAIMS UNDER THE ADEA.

PLAINTIFF understands and agrees that:

- A. In consideration of the payment provided for in this Agreement, PLAINTIFF specifically waives all existing rights and claims he may have against Releasees under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq. This waiver does not extend to rights or claims that may arise after the date this Agreement is executed;
- B. She has had a reasonable amount of time after receipt of this Agreement within which to review and consider the Agreement;
- C. She is receiving on behalf of DEFENDANTS good and sufficient consideration in addition to anything of value to which she is already entitled;
- D. She has been advised to consult with an attorney of her own choosing before executing this Agreement, which he has done;
- E. This Agreement is written in a manner designed to be understood by her and that she has read it carefully and fully understands its terms;
- F. She is, through and in accordance with the terms set forth in this Agreement, releasing Releasees from any and all claims she has or may come to have against Releasees except those that may arise after the date he executes this Agreement;
- G. She is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement; and
- H. She has, if she wishes, 21 days to consider this Agreement prior to signing it, and seven (7) days after signing this Agreement to revoke his signature. Revocation can be made by delivering a written notice of revocation to Idin Kashefipour at Messner Reeves, LLP, 650 Town Center Drive, Suite 700, Costa Mesa, California 92626. For this revocation to be effective, written notice must be received by Idin Kashefipour no later than the close of business on the seventh (7th) calendar day after the date PLAINTIFF signed this Agreement. If PLAINTIFF revokes this Agreement, it shall not be effective or enforceable and PLAINTIFF will not receive the benefits provided herein.

16. NON-DISPARAGEMENT.

The PLAINTIFF and DEFENDANTS agree that they will not hereafter without compulsion of legal process make any disparaging remarks against or about one another or any of their officers, board members, directors, volunteers or employees. Nothing in this agreement prevents PLAINTIFF and DEFENDANTS from discussing or disclosing information about

unlawful acts in the workplace, such as harassment or discrimination or any other conduct that PLAINTIFF and DEFENDANTS have reason to believe is unlawful.

17. NEUTRAL REFERENCE.

In the event DEFENDANTS are contacted with respect to a request for employment references relating to PLAINTIFF, DEFENDANTS hereby agree that the only information that will be disclosed will include the fact of employment, the tenure of employment and the position held.

18. LIENS.

PLAINTIFF agrees to defend, indemnify, protect and hold harmless Releasees from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries alleged in the PLAINTIFF's Individual Claims. PLAINTIFF expressly agrees and warrants that PLAINTIFF has disclosed all liens on her recovery in PLAINTIFF'S Individual Claims to Releasees, and agrees to defend, indemnify, protect and hold harmless Releasees from any and all individual claims, losses, actions, damages, settlements, judgments, causes of actions, subrogation claims, indemnification claims, or contribution claims, including attorney's fees and costs of suit, from any lienholders not disclosed to Releasees. PLAINTIFF understands and acknowledges that any and all payments made to Medicare, Medicaid, or child support liens from the Payment will be paid directly to the appropriate lienholder by the payor(s) of the Payment. Nothing in this Paragraph shall apply to LWDA or Aggrieved Employees other than PLAINTIFF.

19. OWNERSHIP OF CLAIMS.

PLAINTIFF represents and warrants that she is the sole and lawful owner of all rights, title and interest in and to all released matters, claims and demands referred to herein. PLAINTIFF further represents and warrants that there has been no assignment or other transfer of interest in any such matters, claims or demands that she may have against Releasees. PLAINTIFF agrees to indemnify Releasees and shall hold them harmless from and against: (1) any such liability, claim, demand, action, cause of action, or right which has been assigned or transferred contrary to the foregoing representations; and (2) any and all liability, loss, claim, expense and/or obligation arising out of any breach of the foregoing warranty.

20. SUCCESSORS AND ASSIGNS.

It is expressly understood and agreed by the PARTIES that this Agreement and all of its terms shall be binding upon each PARTIES' representatives, heirs, executors, administrators, successors and assigns.

21. CALIFORNIA LAW APPLIES.

This Agreement, in all respects, shall be interpreted, enforced and governed by and under the laws of the State of California.

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22. JURISDICTION.

The PARTIES agree that the Court will maintain jurisdiction over the enforcement of this settlement pursuant to California *Code of Civil Procedure* Section 664.6.

23. DRAFTING.

Each PARTY has cooperated in some fashion in the drafting and/or preparation of this Agreement. Regardless of the extent of drafting or preparation, the language in all parts of this instrument shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto and without regard to which Party arranged for the final draft of this Agreement.

24. NOT EVIDENCE.

This Agreement shall not be used as evidence in any proceeding other than one to enforce this Agreement, or one seeking damages arising from a breach of this Agreement.

25. EXECUTION OF ADDITIONAL DOCUMENTS.

The PARTIES agree to execute such other, further and different documents as reasonably may be required to effectuate this Agreement.

26. CONSULTATION WITH COUNSEL.

The PARTIES and each of them acknowledge that they have had the opportunity to consult with legal counsel of their choice prior to execution and delivery of this Agreement, and that they have in fact done so. PLAINTIFF acknowledges that she has been specifically advised by counsel of the consequences of signing the Releases contained in this Agreement.

27. HEADINGS.

The headings in each paragraph herein are for convenience of reference only and shall be of no legal effect in the interpretation of the terms hereof.

28. INTEGRATION.

This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the PARTIES. It supersedes all prior agreements between the PARTIES. The PARTIES represent and warrant that they are not relying on any promises or representations that do not appear written herein. The PARTIES further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the PARTIES hereto.

29. SEVERABILITY.

If any provision in this Agreement is found to be unenforceable, it shall not affect the enforceability of the remaining provisions and the court shall enforce the remaining provisions to the extent permitted by law.

30. COUNTERPARTS.

This Agreement may be executed in separate counterparts and each such counterpart shall be deemed an original with the same effect as if all PARTIES had signed the same document.

31. VOLUNTARY AGREEMENT.

PLAINTIFF understands and agrees that she may be waiving significant legal rights by signing this Agreement, and represents that she has entered into this Agreement voluntarily, after consulting with her attorneys, with a full understanding of and in agreement with all of its terms.

32. FACSIMILE SIGNATURE.

Facsimile signatures on this Agreement shall be treated as original signatures.

33. MAILING DISCLAIMER.

Without discharging the Releasees from their ultimate obligation to ensure the full Settlement Payment is delivered to and received by PLAINTIFF, the PARTIES agree that the Releasees will be considered to have fulfilled their obligations regarding timely issuance of the Settlement Payment by submitting the checks listed herein, together with appropriate packaging and postage, to either the custody and control of a United States Postal Service employee, a United States Postal Service Mailbox, or any other receptacle authorized for receipt of United States Postal Service Mail, on or before the deadline for issuance of the Settlement Payment as contemplated herein. The PARTIES agree that any delay in delivery of the Settlement Amount that is caused by, or may be attributed in whole or in part, to any act or omission of the United States Postal Service or other mail carrier, shall toll the deadline for issuance of the Settlement Amount as contemplated herein, and shall not be considered a breach of this agreement on behalf of the Releasees in any way.

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison

READ THIS SETTLEMENT AGREEMENT CAREFULLY BEFORE SIGNING

Dated: 7/7/2023
HURTADO

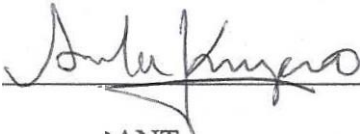
GISELLA MARIA



GISELLA MARIA HURTADO, PLAINTIFF

Dated: 7/12/2023

BRASA ROTISserie



GISELLA M. HURTADO v. BRASA ROTISserie, ET AL.

Dated: _____

FRANCESCA BEGAZO

DEFENDANT

Dated: _ _ _ _ _

VICTOR BEGAW

DEFENDANT

Dated: 7/12/2023

ANGELA KISIDJARA



DEFENDANT

Dated: 7/12/2023

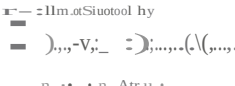
STEPHEN 

DFFE

APPROVED AS TO FORM:

Dated: 7/6/2023

SIRMABEKIAN LAW FIRM



Sarkis Sinnabekian
Counsel for PLAINTIFF

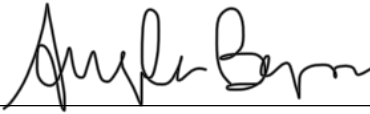
Dated: _____

MESSNER REEVES, LLP

Idin Kashefipour
Counsel for DEFENDANTS

Dated: _____

FRANCESCA BEGAZO



DEFENDANT

Dated: _____

VICTOR BEGAZO

DEFENDANT

Dated: _____

ANGELA KISHIJARA

DEFENDANT

Dated: _____

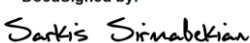
STEPHEN HALL

DEFENDANT

APPROVED AS TO FORM:

Dated: 7/6/2023

SIRMABEKIAN LAW FIRM

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Sarkis Sirmabekian
Counsel for PLAINTIFF

Dated: 7/13/23

MESSNER REEVES, LLP

/s/Idin Kashefipour
Idin Kashefipour
Counsel for DEFENDANTS

GISELLA M. HURTADO v. BRASA ROTISERRIE, ET AL.

Dated: _____

FRANCESCA BEGAZO

DEFENDANT

Dated: _____

VICTOR BEGAZO



DEFENDANT

Dated: _____

ANGELA KISHIJARA

DEFENDANT

Dated: _____

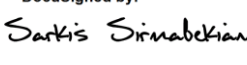
STEPHEN HALL

DEFENDANT

APPROVED AS TO FORM:

Dated: 7/6/2023

SIRMABEKIAN LAW FIRM

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Sarkis Sirmabekian
Counsel for PLAINTIFF

Dated: _____

MESSNER REEVES, LLP

Idin Kashefipour
Counsel for DEFENDANTS

GISELLA M. HURTADO v. BRASA ROTISERRIE, ET AL.

EXHIBIT 2

Re: NOTICE OF SETTLEMENT

**GISELLA M. HURTADO vs. BRASA ROTISserie, et al.
Superior Court of California for the County of Orange
Case Number: 30-2022-01258759-CU-OE-CXC**

Date: [REDACTED]

SIMID
Name
Address

Dear **Name:**

A settlement was reached between Plaintiff Gisella M. Hurtado (“Plaintiff”) and Defendants BRASA Rotisserie, Victor Begazo, Francesca Begazo, Angela Kishijara, and Stephen Hall a/k/a/ Steve Hall (“Defendants”) (collectively the “Parties”) in *Gisella M. Hurtado vs. BRASA Rotisserie, et al.*, filed in the Superior Court of California for the County of Orange (Case Number: 30-2022-01258759-CU-OE-CXC) (the “Action”). On [REDACTED], the Superior Court of California for the County of Orange issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, Defendants made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with Defendants’ business operations, the Parties have concluded that it is in the best interests of the Parties to settle.

This settlement affects certain employees and former employees of Defendants. You are receiving this Notice of Settlement because you worked for Defendants at some point from May 9, 2021 through [REDACTED] (the date the Court approved the PAGA Settlement and entered a final order and/or Judgment) (“Covered Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment.

Your check is for civil penalties and you shall be responsible for payment of any and all taxes owed.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the Claims Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the period from May 9, 2021

through the date of the final order (the “PAGA Period”), for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (1) Violation of The Private Attorneys General Act of 2004 (“PAGA”); (2) Failure to Pay Minimum Wage; (3) Failure to Compensate for All Hours Worked (4) Failure to Pay Overtime Compensation; (5) Failure To Pay Meal Period Compensation; (6) Failure To Rest Period Compensation; (7) Failure To Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages Upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions From Wages; (11) Unfair Competition; including any related claims for attorneys’ fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employee’s rights to collect civil penalties under PAGA (2698 *et seq.*). Also note, whereas the Action included as Aggrieved Employees “workers brought from a nearby restaurant called ‘Inka Mamas’” (located at 3930 S. Bristol St #107, Santa Ana, CA 92704); Inka Mamas workers are excluded from the PAGA Settlement.

The total Gross Settlement Value is \$12,000.00. From this amount, \$4,075.00 has been allocated to attorney’s fees and costs for Plaintiff’s counsel, \$2,500.00 to Phoenix Settlement Administrators, and \$4,068.75 to the Labor and Workforce Development Agency. The remainder, \$1,356.25, is allocated to employees who worked during the Covered Period, using a formula based on the number of pay periods worked by such employee.

Your check is based on Defendant’s records showing that you worked [REDACTED] pay periods during the Covered Period. If you believe that you worked more Pay Periods during the Covered Period, you can submit an Objection, to be received by the Administrator within 60 days of the date the Administrator mailed this Notice to you. You may submit your objection in writing to Phoenix Administrators, 1411 N. Batavia St., Suite 105, Orange, CA 92867. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. The Administrator shall immediately consult with the Parties to determine whether an adjustment is warranted. Any dispute over the Objection must be resolved by the Parties within 30 days of receipt of the Objection. Any disputes unresolved within this specified time period shall be promptly submitted to the Court by the Parties to be resolved by the Court within 90 days of receipt of Objection.

Please do not contact the Court with questions regarding this PAGA Settlement. If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1. [REDACTED].

ASUNTO: AVISO DE ACUERDO

**GISELLA M. HURTADO vs. BRASA ROTISSERIE, et al.
Superior Court of California for the County of Orange
Case Number: 30-2022-01258759-CU-OE-CXC**

Fecha: [REDACTED]

SIMID

Gisella Maria Hurtado Mendo
4021 Green Avenue, Apt #D
Los Alamitos, CA 90720

Estimada Sra. Hurtado Mendo:

Se llegó a un acuerdo entre la Demandante Gisella M. Hurtado (“Demandante”) y los Demandados BRASA Rotisserie, Victor Begazo, Francesca Begazo, Angela Kishijara, y Stephen Hall a/k/a/ Steve Hall (“Demandados”) (colectivamente las “Partes”) ennnnn *Gisella M. Hurtado vs. BRASA Rotisserie, et al.*, presentado en la Corte Superior de California para el Condado de Orange (Numero de Caso: 30-2022-01258759-CU-OE-CXC) (la “Acccion”). En [REDACTED], la Corte Superior de California para el Condado de Orange emitió una Orden aprobando el Acuerdo, que se presentó de conformidad con la Ley de Abogados Generales Privados de 2004 (“PAGA”). Una acción bajo PAGA es una acción de ejecución en la que un empleado agraviado actúa como un fiscal general privado para cobrar sanciones de los empleadores. Al llegar a este acuerdo, los Demandados no admitieron responsabilidad y negaron la veracidad de las alegaciones en la Acción. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con las operaciones comerciales de los Demandados, las Partes han concluido que lo mejor para las Partes es llegar a un acuerdo.

Este acuerdo afecta a ciertos empleados y ex empleados de los Demandados. Usted está recibiendo este Aviso de conciliación porque trabajó para los Demandados en algún momento desde el 9 de mayo de 2021 hasta [REDACTED] (la fecha en que el Tribunal aprobó el Acuerdo de PAGA y emitió una orden final y/o Sentencia) (“Período Cubierto”). Conforme con el Acuerdo, se adjunta un cheque por su parte de una parte de las sanciones civiles. Este cheque tendrá una validez de 180 días a partir de la fecha de emisión. Si no cobra su cheque dentro de los 180 días posteriores a la emisión, el Administrador del acuerdo depositará los fondos con el Contralor del estado de California para que se depositen en el Fondo de propiedad no reclamada a su nombre. Si todavía está empleado por los Demandados, su decisión de cobrar el cheque no afectará su empleo. Su cheque es para sanciones civiles y usted será responsable del pago de todos los impuestos adeudados.

El pago de este acuerdo incluye la liberación de todos y cada uno de los reclamos de conformidad con el Código Laboral de California § 2698, que fueron alegados en base a los hechos en la Queja operativa o aviso para la Agencia de Desarrollo de la Fuerza Laboral Laboral de California (“LWDA”) en nombre del Demandante y todos los empleados agraviados durante el

Período de Reclamos. La liberación incluye todos los reclamos, derechos, demandas, responsabilidades y causas de acción que surgieron durante el período del 9 de mayo de 2021 hasta la fecha de la orden final (el "Período PAGA"), por sanciones civiles bajo el PAGA, basado en el alegatos presentados por el Demandante en la Acción: (1) Violación de la Ley General de Abogados Privados de 2004 ("PAGA"); (2) Falta de Pago del Salario Mínimo; (3) Falta de compensación por todas las horas trabajadas (4) Falta de pago de compensación por horas extras; (5) Falta de pago de la compensación del período de comida; (6) Compensación por falta de período de descanso; (7) Falta de proporcionar declaraciones precisas de salarios y horas; (8) Incumplimiento de pago de salarios al ser dado de alta; (9) Sanciones legales; (10) Falta de indemnización y deducciones ilegales de los salarios; (11) Competencia desleal; incluyendo cualquier reclamo relacionado por honorarios de abogados, costos, multas o intereses que resulten de ello, durante el Período de PAGA). Esta liberación sólo renuncia, y se limita a, los derechos del empleado agraviado a cobrar sanciones civiles bajo PAGA (2698 et seq.). Nótese también, mientras que la Acción incluía como Empleados Agraviados a "trabajadores traídos de un restaurante cercano llamado 'Inka Mamas'" (situado en 3930 S. Bristol St #107, Santa Ana, CA 92704); Los trabajadores de Inka Mamas están excluidos del Acuerdo PAGA.

El valor bruto total de liquidación es de \$12,000.00. De esta cantidad, se asignaron \$4,075.00 a los honorarios y costos de los abogados del abogado del Demandante, \$2,500.00 a los Administradores del Acuerdo de Phoenix y \$4,068.75 a la Agencia de Desarrollo Laboral y de la Fuerza Laboral. El resto, \$1,356.25, se asigna a los empleados que trabajaron durante el Período cubierto, utilizando una fórmula basada en la cantidad de períodos de pago trabajados por dicho empleado.

Su cheque se basa en los registros del demandado que muestran que usted trabajó períodos de pago durante el Período Cubierto. Si cree que trabajó más Períodos de Pago durante el Período Cubierto, puede presentar una Objeción, que el Administrador recibirá dentro de los 60 días posteriores a la fecha en que el Administrador le envió por correo este Aviso. Puede presentar su objeción por escrito a Phoenix Administrators, 1411 N. Batavia St., Suite 105, Orange, CA 92867. Asegúrese de identificar la Acción e incluir su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo de los Demandados y firme la objeción. El Administrador consultará inmediatamente con las Partes para determinar si se justifica un ajuste. Cualquier disputa sobre la objeción debe ser resuelta por las partes dentro de los 30 días posteriores a la recepción de la objeción. Cualquier disputa no resuelta dentro de este período de tiempo específico será presentada de inmediato al Tribunal por las Partes para que el Tribunal las resuelva dentro de los 90 días posteriores de recibir la Objeción.

Por favor no se comunique con la Corte si tiene preguntas sobre este Acuerdo de PAGA. Si tiene alguna pregunta, puede comunicarse con Phoenix Settlement Administrators, el Administrador del Acuerdo, al 1. XXX.XXX.XXXX.

