

Sarkis Sirmabekian [SBN 278588]
SIRMABEKIAN LAW FIRM, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, California 90010
Telephone: (818) 473-5003
Facsimile: (818) 476-5619
Email: *contact@slawla.com*

Attorney for Plaintiff GISELLA MARIA HURTADO

Idin Kashefipour, Esq. [SBN 280402]
MESSNER REEVES LLP
650 Town Center Drive, Suite 700
Costa Mesa, California 92626
Email: *ikashefipour@messner.com*
Email: *dlarenas@messner.com*

*Attorney for Defendants,
BRASA ROTISserie, VICTOR BEGAZO, FRANCESCA BEGAZO,
ANGELA KISHIJARA, and STEPHEN HALL*

**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

*[Honorable Peter J. Wilson; Department
CX102]*

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS' GENERAL
ACT AND ENTERING JUDGMENT**

[filed concurrently with [Proposed] Order]

Complaint Filed: May 9, 2022

Plaintiff GISELLA M. HURTADO ("Plaintiff") and Defendants BRASA ROTISserie,
VICTOR BEGAZO, FRANCESCA BEGAZO, ANGELA KISHIJARA and STEPHEN HALL a/k/a

1 STEVE HALL (“Defendants”) (collectively, “the Parties”), by and through their respective counsel of
2 record, hereby stipulate as follows:

3 **WHEREAS**, on or about February 4, 2022, Plaintiff by and through Plaintiff’s counsel, served
4 a notice to the California Labor Workforce Development Agency (“LWDA”) and Defendants alleging
5 that Defendants engaged in violations of the California Labor Code and California Wage Orders,
6 seeking civil penalties pursuant to the California Labor Code Private Attorneys’ General Act
7 (“PAGA”);

8 **WHEREAS**, on or about May 9, 2022, Plaintiff filed a Complaint in the California Superior
9 Court for the County of Orange entitled Gisella M. Hurtado v. Brasa Rotisserie, et al., case number
10 30-2022-01258759-CU-OE-CXC (the “Action”);

11 **WHEREAS**, on or about February 19, 2021, Plaintiff by and through Plaintiff’s counsel,
12 served an PAGA Notice to the California Labor Workforce Development Agency (“LWDA”) and
13 Defendants (the “PAGA Notice”) alleging that Defendants engaged in violations of the California
14 Labor Code and California Wage Orders, seeking civil penalties pursuant to the California Labor Code
15 Private Attorneys’ General Act (“PAGA”);

16 **WHEREAS**, on or about May 9, 2022, Plaintiff filed a Complaint, alleging the following
17 causes of action: (1) Violation Of The Private Attorneys General Act OF 2004 (“PAGA”); (2) Failure
18 to Pay Minimum Wage; (3) Failure to Compensate for All Hours Worked (4) Failure to Pay Overtime
19 Compensation; (5) Failure To Pay Meal Period Compensation; (6) Failure To Rest Period
20 Compensation; (7) Failure To Furnish Accurate Wage and Hour Statements; (8) Failure to Pay Wages
21 Upon Discharge; (9) Statutory Penalties; (10) Failure to Indemnify and Illegal Deductions From
22 Wages; (11) Disability Discrimination; (12) Wrongful Termination; (13) Retaliation; (14) Unfair
23 Competition;

24 **WHEREAS**, for purposes of Plaintiff representative claims under PAGA, and for purposes of
25 the Action (as defined below) and this PAGA Agreement, the alleged aggrieved individuals
26 (“Aggrieved Employees”) are defined by Plaintiff to be: “a person employed by Defendants in
27 California who worked for Defendants during the PAGA Period”. The PAGA Period is defined to be
28 from May 9, 2021 through the date of Court Approval;

1 **WHEREAS**, Defendants estimates there are twenty-one (21) Aggrieved Employees who
2 worked during the PAGA Period;

3 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
4 action asserted in the Action, including, without limitation, Plaintiff's individual claims and the
5 Aggrieved Employees' claim for civil penalties pursuant to PAGA;

6 **WHEREAS**, the Parties engaged in an informal exchange of documents and information
7 including Defendants' financial records. The Parties have also conducted extensive independent
8 investigation and evaluations of the claims and defenses in this matter. Both Plaintiff's counsel and
9 Defendants' counsel have significant experience litigating and resolving the type of wage-and-hour
10 claims alleged in the Action, including claims for civil penalties under PAGA;

11 **WHEREAS**, the parties will work together to obtain court approval for the PAGA Settlement
12 Payment, including cooperating in the drafting of a stipulation regarding settlement of the PAGA
13 Claim and PAGA Settlement Payment. Plaintiff's counsel will provide an initial draft of the PAGA
14 stipulation within a reasonable time after the acceptance of this proposal by both parties;

15 **WHEREAS**, according to the PAGA Settlement Agreement, Plaintiff's "PAGA Claims" are
16 defined as any and all claims for civil penalties pursuant to PAGA based on the allegations in
17 Plaintiff's Complaints and/or PAGA Notices, broadly construed, including, but not limited to, civil
18 penalties based on or arising from California Labor Code Sections 98.6, 200, 201, 201.5, 202, 203,
19 204, 205.5, 206, 206.5, 208, 210, 215, 216, 218.5, 221, 223, 224, 225.5, 226, 226(a)(1), 226(a)(5),
20 226(a)(8), 226(a)(9), 226(c), 226(e)(1), 226(f), 226.3, 226.6, 226.7, 226.8, 227.3, 233 *et seq.*, 246,
21 247, 432.5, 450, 500, 510, 512, 512(a), 551, 552, 553, 558, 558(a)(3), 558.1, 1102.5, 1174, 1174.5,
22 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 1198.5, 1198.5(k), 1199, 1776, 2698 *et seq.*,
23 2699.3(c)(1), 2699(i), 2802 and 2810.5 *et seq.*, California Code of Civil Procedure Section 1021.5,
24 3294, California Constitution Article I § 8, Government Code Section 12926.1, 12940 *et seq.*,
25 12940(h) *et seq.*, 12940(m), 12940(n), 12945.2, 12945.2(c)(3)(C), 12965(b), 12965(c) California
26 Business and Professions Code Section 17200 *et seq.*, and the California Wage Orders, whether known
27 or unknown, suspected or unsuspected, concealed or hidden, that were alleged in the Action and/or
28 the PAGA Notice, or that could have been alleged in the Action and/or PAGA Notices, which Plaintiff

1 and any Aggrieved Employee have or had at any time through and including the Approval Date,
2 against any of the Releasees identified in the PAGA Settlement Agreement. A true and correct copy
3 of the PAGA Settlement Agreement is attached hereto as “EXHIBIT 1”, and its defined terms are
4 hereby incorporated by reference;

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

9 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
10 approve any settlement pursuant to PAGA;

11 **WHEREAS**, each party shall be responsible for bearing their own costs, expenses and
12 attorneys’ fees incurred in connection with the parties’ dispute as well as the negotiation and the
13 completion of this settlement

14 **WHEREAS**, prior to requesting Court Approval of this Settlement, Plaintiff’s Counsel shall
15 submit a copy of this Agreement to the LWDA, as required by California Labor Code section 2699
16 subd. (1)(2). Verification of the submission to the LWDA shall be included as an exhibit to Plaintiff’s
17 Counsel’s declaration in support of the motion for Court Approval;

18 **WHEREAS**, Defendants promises to pay \$80,000.00 and no more as the Gross Settlement
19 Amount (“Gross Settlement Amount”).

20 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
21 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
22 Agreement, including that:

- 23 A. Plaintiff’s Counsel’s fees and costs.
- 24 B. The Individual Settlement Value to Plaintiff totaling \$70,000.00.
- 25 C. The total penalties allocated toward the PAGA Claims (“PAGA Value”)
26 totaling Ten Thousand Dollars (\$10,000.00). From the PAGA Value, 33.33% shall be paid to
27 Plaintiff’s Counsel for PAGA counsel fees, \$75.00 for PAGA costs, and a reasonable sum to a
28 settlement administrator. The remaining difference (“NET PAGA Value”) shall be paid as follows:

1 75% shall be paid to the LWDA (“LWDA Penalty”), and 25% shall be paid to Aggrieved Employees
2 (“Employee Penalty”):

3 i. The Settlement Administrator will calculate each Individual PAGA
4 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of NET PAGA Value
5 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
6 PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay
7 Periods. Aggrieved Employees assume full responsibility for any taxes owed on their Individual
8 PAGA Payment.

9 ii. The Settlement Administrator will report the Individual PAGA
10 Payments on IRS 1099 Forms.

11 D. Defendants agree that if during the PAGA Period (May 9, 2021 through Court
12 Approval) the actual employee count increases by more than 10% (i.e., there are more than 2 additional
13 Settlement employees at Brasa Rotisserie), then Defendants shall increase the PAGA VALUE by an
14 amount that mirrors the increase in the overall class size (e.g., if the number of Settlement Class
15 Members increases above 21 by 15% as of the end of the Class Period, Defendants shall increase the
16 PAGA Value by 15%).

17 **WHEREAS**, within thirty (30) days of Court Approval of this Agreement, Defendants shall
18 deliver to Plaintiff’s Counsel the Gross Settlement Value, which shall be payable to “Sirmabekian
19 Law Firm Client Trust Account” and will be reported on IRS Form 1099.

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

- 24 a. Full execution of this Agreement;
- 25 b. Full approval by the Orange County Superior Court of any PAGA settlement;
- 26 c. Receipt by Defendants of Plaintiff’s properly completed IRS W-9 Form;
- 27 d. Receipt by Defendants of Plaintiff’s counsel’s properly completed IRS W-9 Form on the
28 current, October 2018 revision

1 e. Expiration of the seven (7) day revocation period referenced below (entitled "Release of
2 Rights and Claims under the ADEA") and absent a revocation and receipt of written
3 confirmation from CLAIMANT'S counsel that CLAIMANT did not exercise his right to
4 revocation.

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

17 **WHEREAS**, Plaintiff shall motion the Court for approval within 60 days of the Effective Date
18 of this Settlement Agreement, or by notice deadline of the earliest hearing date available with the
19 Court, whichever is later. In requesting Court Approval of this Agreement, Plaintiff shall file a noticed
20 motion with the Court. One week prior to filing the motion, Plaintiff's Counsel shall send a draft to
21 Defense Counsel for comments. The motion will include a declaration from Plaintiff's Counsel
22 explaining why the Settlement of the PAGA Claims should be approved by the Court as fair,
23 reasonable, and adequate. Defendant shall not oppose the motion so long as it is consistent with the
24 terms of this Agreement.

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

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

8 The Parties agree Phoenix Administrators as the settlement administrator, who shall
9 ensure timely distribution of the PAGA penalties to the LWDA and aggrieved employees at a rate of
10 not exceeding \$2,500.00 for 25 class members.

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

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

26 It is further understood and agreed by the Parties that as a condition of this Agreement, the
27 Parties hereby expressly waive and relinquish any and all claims, rights or benefits that Plaintiff may
28

1 have against Defendants, and Defendants may have against Plaintiff under California Civil Code
2 section 1542, which provides as follows:

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

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

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

25 Plaintiff acknowledges that Releasees deny any wrongdoing whatsoever in connection with
26 Plaintiff and that the settlement agreement made pursuant to this Agreement is made solely for the
27 purpose of compromising disputed claims and avoiding the time, expense and uncertainty of further
28

1 litigation. It is expressly understood and agreed that nothing contained in this Agreement shall
2 constitute or be treated as an admission of any wrongdoing or liability on the part of Releasees.

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

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

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

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

26 **WHEREAS**, in the event Defendants are contacted with respect to a request for employment
27 references relating to Plaintiff, Defendants hereby agree that the only information that will be disclosed
28 will include the fact of employment, the tenure of employment and the position held.

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

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

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

19 **WHEREAS**, Plaintiff understands and agrees that:

- 20 A. In consideration of the payment provided for in this Agreement, Plaintiff specifically
21 waives all existing rights and claims he may have against Releasees under the Age
22 Discrimination in Employment Act, 29 U.S.C. § 621 et seq. This waiver does not extend
23 to rights or claims that may arise after the date this Agreement is executed;
- 24 B. She has had a reasonable amount of time after receipt of this Agreement within which to
25 review and consider the Agreement;
- 26 C. She is receiving on behalf of Defendants good and sufficient consideration in addition to
27 anything of value to which she is already entitled;
- 28

- 1 D. She has been advised to consult with an attorney of her own choosing before executing this
2 Agreement, which he has done;
- 3 E. This Agreement is written in a manner designed to be understood by her and that she has
4 read it carefully and fully understands its terms;
- 5 F. She is, through and in accordance with the terms set forth in this Agreement, releasing
6 Releasees from any and all claims she has or may come to have against Releasees except
7 those that may arise after the date he executes this Agreement;
- 8 G. She is knowingly and voluntarily agreeing to all of the terms set forth in this Agreement;
9 and
- 10 H. She has, if she wishes, 21 days to consider this Agreement prior to signing it, and seven
11 (7) days after signing this Agreement to revoke his signature. Revocation can be made by
12 delivering a written notice of revocation to Idin Kashefipour at Messner Reeves, LLP, 650
13 Town Center Drive, Suite 700, Costa Mesa, California 92626. For this revocation to be
14 effective, written notice must be received by Idin Kashefipour no later than the close of
15 business on the seventh (7th) calendar day after the date Plaintiff signed this Agreement.
16 If Plaintiff revokes this Agreement, it shall not be effective or enforceable and Plaintiff will
17 not receive the benefits provided herein.

18 **WHEREAS**, Releasor agrees to defend, indemnify, protect and hold harmless Releasees from
19 any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims,
20 losses, liability, actions, damages, causes of action, judgments, costs and expenses, including
21 attorneys' fees, whatsoever made by or sustained by or arising from any person, corporation,
22 partnership, state or federal government, governmental agency, hospital, or any other medical
23 provider, health care provider, disability or insurance benefits providers, workers compensation
24 carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment,
25 or in any way connected to the care and treatment, provided to the Releasor for the injury/injuries
26 alleged in the Claim. Releasor expressly agrees and warrants that Releasor has disclosed all liens on
27 her recovery in the Claim to Releasees, and agrees to defend, indemnify, protect and hold harmless
28 Releasees from any and all claims, losses, actions, damages, settlements, judgments, causes of actions,

1 subrogation claims, indemnification claims, or contribution claims, including attorney's fees and costs
2 of suit, from any lienholders not disclosed to Releasees. Releasor understands and acknowledges that
3 any and all payments made to Medicare, Medicaid, or child support liens from the Payment will be
4 paid directly to the appropriate lienholder by the payor(s) of the Payment.

5 **WHEREAS**, the Parties agree that they will not hereafter without compulsion of legal process
6 make any disparaging remarks against or about one another or any of their officers, board members,
7 directors, volunteers or employees. Nothing in this agreement prevents you from discussing or
8 disclosing information about unlawful acts in the workplace, such as harassment or discrimination or
9 any other conduct that you have reason to believe is unlawful.

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

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

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

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

25 **WHEREAS**, each party has cooperated in some fashion in the drafting and/or preparation of
26 this Agreement. Regardless of the extent of drafting or preparation, the language in all parts of this
27 instrument shall be in all cases construed simply according to its fair meaning and not strictly for or
28

1 against any of the Parties hereto and without regard to which Party arranged for the final draft of this
2 Agreement.

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

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

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

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

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

25 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
26 set forth in the PAGA Settlement Agreement and enter judgment accordingly to its terms.

27 *[SIGNATURE PAGE FOLLOWS]*

1 DATED: November 14, 2022

SIRMABEKIAN LAW FIRM PC

2 By:



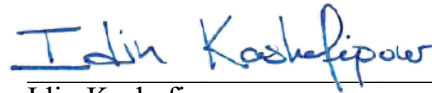
3 Sarkis Sirmabekian, Esq.

4 *Attorney for Plaintiff GISELLA MARIA*
5 *HURTADO*

6
7
8 **MESSNER REEVES, LLP**

9 DATED: November 11, 2022

10 By:



11 Idin Kashefipour

12 *Attorney for Defendants,*
13 *BRASA ROTISSERIE, VICTOR BEGAZO,*
14 *FRANCESCA BEGAZO, ANGELA*
15 *KISHIJARA, and STEPHEN HALL*

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”) 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 General 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 21 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.

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”).
- 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 Worforce 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, 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
- 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 Thousand Dollars and Zero Cents (\$80,000.00) Under no circumstances shall the GSV exceed \$80,000.00. The GSV consists of the following allocations (“PAGA Payments”):
 - 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 Ten Thousand Dollars (\$10,000.00). From the PAGA Value, 33.33% shall be paid to Plaintiff’s Counsel for PAGA counsel fees, \$75.00 for PAGA costs, and a reasonable sum to a settlement administrator. 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 PAGA Period (May 9, 2021 through Court Approval) the actual employee count increases by more than 10% (i.e., there are more than 2 Settlement employees at Brasa Rotisserie), then DEFENDANTS shall increase the PAGA VALUE by an amount that mirrors the increase in the overall class size (e.g., if the number of Settlement Class Members increases above 20 by 15% as of the end of the Class Period, DEFENDANTS shall increase the PAGA Value by 15%).

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. RELEASE OF INDIVIDUAL CLAIMS

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 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.

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.

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 Parties that as a condition of this Agreement, the Parties 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 Parties hereby acknowledge that they or their attorneys may hereafter discover claims or facts in addition to, or different from, those that the Parties now know or believe to exist, but that the Parties 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 Parties further acknowledge, understand and agree that this representation and commitment is essential to the Parties 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

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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 Parties 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 you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you 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.

Releasor 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 Claim. Releasor expressly agrees and warrants that Releasor has disclosed all liens on her recovery in the Claim to Releasees, and agrees to defend, indemnify, protect and hold harmless Releasees from any and all 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. Releasor 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.

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.

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.

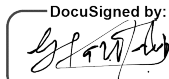
Without discharging the Releasees from their ultimate obligation to ensure the full Settlement Payment is delivered to and received by PLAINTIFF, the PARTIES agree that the Releasees will be considered to have fulfilled their obligations regarding timely issuance of the Settlement Payment by submitting 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: 10/25/2022

GISELLA MARIA HURTADO

DocuSigned by:

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GISELLA MARIA HURTADO, PLAINTIFF

Dated: _____

BRASA ROTISSERIE

By: _____
DEFENDANT

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

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.

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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: _____

GISELLA MARIA HURTADO

GISELLA MARIA HURTADO, PLAINTIFF

Dated: Oct 20, 2022

BRASA ROTISSERIE



Francesca Begazo (Oct 20, 2022 13:55 PDT)

By: Francesca Begazo
DEFENDANT

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

Dated: Oct 20, 2022

FRANCESCA BEGAZO



Francesca Begazo (Oct 20, 2022 13:55 PDT)

DEFENDANT

Dated: Oct 26, 2022

VICTOR BEGAZO



Victor Begazo (Oct 26, 2022 08:25 PDT)

DEFENDANT

Dated: Oct 26, 2022

ANGELA KISHIJARA



Angela kishijara (Oct 26, 2022 09:45 PDT)

DEFENDANT

Dated: Oct 20, 2022

STEPHEN HALL



Stephen Hall (Oct 20, 2022 13:49 MDT)

DEFENDANT

APPROVED AS TO FORM:

Dated: _____

SIRMABEKIAN LAW FIRM

Sarkis Sirmabekian
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: 10/20/2022

SIRMABEKIAN LAW FIRM

DocuSigned by:
Sarkis Sirmabekian
847C4C6AA169454...

Sarkis Sirmabekian
Counsel for PLAINTIFF

Dated: _____

MESSNER REEVES, LLP

Idin Kashefipour
Counsel for DEFENDANTS

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: November 14, 2022
 At Los Angeles, California

Grigor Gregg Sirmabekhian
Grigor Gregg Sirmabekhian

[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

Idin Kashefipour, Esq. [SBN 280402] MESSNER REEVES LLP 650 Town Center Drive, Suite 700 Costa Mesa, California 92626 Email: <i>ikashefipour@messner.com</i> Email: <i>dlarenas@messner.com</i>	<i>Attorney for Defendants BRASA ROTISSERIE, VICTOR BEGAZO, FRANCESCA BEGAZO, ANGELA KISHIJARA, and STEPHEN HALL</i>
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