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individually and on behalf of all other Aggrieved Employees

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ATTORNEYS FOR DEFENDANTS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – WEST COVINA COURTHOUSE

MARIA MORA, individually and on behalf of all other Aggrieved Employees;

Plaintiff,

vs.

ALL IN THE FAMILY, LP; ALL IN THE FAMILY II, LP; ALL IN THE FAMILY IV, LP, ALL IN THE FAMILY V, LLC; ALL IN THE FAMILY VI, LLC; BIG HUEVOW HOLDING, LLC; BIG HUEVOS HOLDING, LP, BIG HUEVOS HOLDINGS II, LP, BIG HUEVOS HOLDINGS III, LP; RANDY CORREGAN, an individual; BARRY TU, an individual and DOES 1 through 50, inclusive,

Defendants.

Case No. 22PSCV00933
[Assigned for all purposes to Honorable Lynette Gridiron Winston, Dept. 6]

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

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

Complaint Filed: August 29, 2022
Trial Date: None

WHEREAS, on August 29, 2022, Plaintiff Maria Mora ("Plaintiff") filed a PAGA Complaint against Defendants All in the Family, LP; All in the Family II, LP; All in the Family IV, LP; All in the Family V, LP (fka All In the Family V, LLC); All in the Family VI, LLC; Big Huevos Holdings, LP (fka Big Huevos Holdings, LLC); Big Huevos Holdings II, LP; Big Huevos Holdings III, LP; Randy Corrigan and Barry Tu (collectively "Defendants") (Plaintiff and Defendants, collectively, the "Parties"), in the Superior Court of the State of California, County of Los Angeles, Case No. 22PSCV00933 ("the Action" or "Lawsuit");

WHEREAS, the Action is a representative action under the Private Attorneys General Act (the "PAGA");

WHEREAS, the Parties recognize that in accordance with Labor Code Section 2699(l), court approval is required in the event of a settlement of a PAGA action on a representative basis;

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

WHEREAS, the Parties seek to obtain the Court's approval of the "Settlement Agreement and Release of PAGA Claim" (the "PAGA Settlement Agreement") and resolve this matter in the most efficient manner possible;

WHEREAS, nothing contained herein, nor in effectuating Settlement of the Action, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendants or any of the Released Parties to the Agreement. Indeed, Defendants deny and dispute each and every allegation of wrongdoing, including the allegations described herein;

WHEREAS, Plaintiff asserted in her March 14, 2022, PAGA Notice to the LWDA and in the Action claims under PAGA alleging violations by Defendants of the Labor Code, including, but not limited to: California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 226.8, 246, 432, 510, 512(a), 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2753, 2800, 2802, the applicable Wage Orders, and California Code of Regulations sections 11050(4)(C) and 11050(5)(A);

WHEREAS, Plaintiff filed an Amended PAGA Notice on March 17, 2025, further alleging unpaid wages due to unlawful rounding of employee time;

WHEREAS, on March 26, 2025, Plaintiff filed a Joint Stipulation and Proposed Order for Filing of First Amended Complaint further alleging unpaid wages due to unlawful rounding of employee time;

WHEREAS, Plaintiff alleges that Defendants failed to provide Plaintiff and all Aggrieved Employees with meal periods, and failed to authorize and permit rest periods, failed to pay legally required overtime, failed to pay minimum wages, failed to timely pay wages upon termination, failed to timely pay wages during employment, failed to provide complete and accurate wage statements, failed to keep complete and accurate employment and payroll records, failed to pay reporting time pay, failed to pay split shift pay, failed to pay wages on time, failure to timely pay wages upon discharge or resignation, failed to provide notice of paid sick time and accrual, and failed to reimburse necessary business-related expenses and costs. Plaintiff alleges that this underlying conduct gives rise to claims for penalties pursuant to Labor Code Section 2698, *et seq*.;

WHEREAS, Defendants deny that they have engaged in any unlawful activity, or that they have failed to comply with the law in any material respect, or that they have any liability to anyone under the claims asserted in the Action;

WHEREAS, after the filing of the PAGA Complaint, the Parties engaged in extensive investigation including participating in extensive informal discovery. The information and documentation exchanged included, but was not limited to, information about the number of Aggrieved Employees, the number of pay periods at issue, and the number of current and former employees. In addition, the Parties exchanged numerous documents evidencing a substantial, randomized sampling of time records, paystubs, personnel records, and policies. The Parties engaged in good faith arm's length negotiations, and participated in two full days of mediation, with respected wage and hour mediators, Chris Barnes and Kevin Barnes – the first of which took place on August 6, 2024, and the second on December 17, 2024. The second mediation resulted in a Settlement Agreement resolving this case. The Parties executed an agreement to settle the action in light of all known facts and circumstances-including Plaintiff, and Plaintiff's Counsel's recognition of the expense and length of continued proceedings necessary to litigate the case through trial and through any possible appeals. Plaintiff also considered the uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel also considered the burdens of proof necessary to establish liability of the claims asserted in the case, both generally and in response to Defendant's defenses, and the difficulties in establishing penalties, and other relief sought in the case, particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of Aggrieved Employees who are current employees, given their likely reluctance to aid in the prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiff and Plaintiff's Counsel determined that the Settlement set forth in the PAGA Settlement Agreement is fair, adequate, and reasonable and is in the best interests of the Aggrieved Employees;

WHEREAS, the Parties have reached a settlement of the Released PAGA Claims of the Aggrieved Employees, who are defined as: all current and former non-exempt persons employed by Defendants in California at any time between June 25, 2021 through February 15, 2025;

WHEREAS, the Released Parties are defined as: Defendants All in the Family, LP; All in the Family II, LP; All in the Family IV, LP; All in the Family V, LP (fka All in the Family V, LLC); All in the Family VI, LLC; Big Huevos Holdings, LP (fka Big Huevos Holdings, LLC); Big Huevos Holdings II, LP; and Big Huevos Holdings III, LP; individuals Randy Corrigan and Barry Tu; and each of their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity which could be jointly liable with Defendants.

WHEREAS, the Released PAGA claims are defined as: all PAGA claims alleged or that could have reasonably been alleged arising out of the facts and theories in the operative Complaint. This includes PAGA claims that occurred during the PAGA Release Period for: (1) failure to provide employment records (Labor Code section 226, 432, 1198.5); (2) failure to pay overtime and double time wages (Labor Code section 510); (3) failure to provide meal and rest breaks (Labor Code sections 226.7, 512(a)); (4) failure to pay minimum wages (Labor Code sections 1182.12, 1194, 1197, 1197.1); (5) failure to provide accurate payroll records and accurate itemized wage statements (Labor Code section 226(a), 1174, 1198) (6) failure to pay reporting time wages (Code of Regulations, Title 8, section 11050(5)(A); (7) failure to pay split shift wages (Code of Regulations, Title 8, section11050(4)(C); (8) failure to pay wages timely (Labor Code section 204 and 210); (9) waiting time penalties (Labor Code section 201, 202, 203); (10) failure to reimburse business expenses (Labor Code sections 2800, 2802); (11) failure to provide notice of paid sick time and accrual (Labor Code section 246); and (12) Labor Code section 558.

WHEREAS, Plaintiff's release is: Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during Plaintiff's employment, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice and Amended PAGA Notice,, and in the individual arbitration demand filed with the American Arbitration Association, Case No. 01-23-0004-4642. Plaintiff also agreed to a general release of known and unknown claims under California Civil Code Section 1542.

WHEREAS, the Parties have documented the settlement of the Action in a fully executed agreement entitled PAGA SETTLEMENT AGREEMENT attached to the concurrently filed

Declaration of Haig B. Kazandjian as **Exhibit 1**;

WHEREAS, upon the entry of the final judgment and effective on the date when Defendants fully fund the entire gross settlement amount, each Aggrieved Employee (including Plaintiff), shall, for the period June 25, 2021 through February 15, 2025, fully release and forever discharge Defendants from the Released PAGA Claims as defined in the PAGA Settlement Agreement;

WHEREAS, counsel for the Parties conducted a thorough investigation of both the factual and legal issues affecting the strengths and weaknesses of Plaintiff's claims and potential recovery. Defendants produced necessary information including but not limited to the number of potentially Aggrieved Employees and the number of pay periods at issue, relevant policies and time and a representative random sampling of time and pay data for the Aggrieved Employees in anticipation of both mediations. The Parties also had substantial discussions regarding the core factual and legal issues of the case. This allowed the Parties to reach a reasoned and informed resolution of this matter;

WHEREAS, based on their own independent investigations and evaluations, Plaintiff and her counsel are of the opinion that the settlement for the consideration and on the terms set forth in the attached PAGA Settlement Agreement is fair, reasonable and adequate and is in the best interests of Plaintiff, the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the Aggrieved Employees and that the settlement for each Aggrieved Employee is fair, reasonable and adequate, given the inherent risk of litigation;

WHEREAS, Plaintiff and her counsel recognize the risks inherent in PAGA actions, including courts' discretion to reduce the amount of civil penalties. See *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) ("[U]nder section 2699, subdivision €(2) a trial court may exercise its discretion to award lesser penalties based on the enumerated considerations.") (emphasis in original) (internal quotation marks and citations omitted). Specifically, the trial court may reduce the civil penalty if declining to do so "would result in an award that is unjust, arbitrary, oppressive, or confiscatory based on the facts and circumstances of [the] case." *Id*. Courts routinely exercise this discretion in the rare PAGA cases that proceed to trial and obtain a successful verdict. See, e.g., *Fleming v. Covidien Inc.*, 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011) (awarding PAGA penalties of $500,000.00 instead of maximum recovery of $2.8 million); cf. *Aguirre v. Genesis Logistics*, 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (after granting summary judgment, awarding PAGA penalty of $500,000.00 instead of maximum recovery of $1.8 million);

WHEREAS, the Plaintiff's evaluation of the risk and reasons for settlement are detailed in the concurrently filed "Kazandjian Decl.";

WHEREAS, the Parties provided notice of the proposed settlement to the LWDA as required by PAGA (**Exhibit 4** to the Kazandjian Decl.);

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

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

a) As consideration for the settlement described herein and the release contained in the PAGA Settlement Agreement, Defendants agree to make a payment of $431,625.00 in connection with the PAGA Settlement ("Gross Settlement Amount"). The Gross Settlement Amount will be allocated as follows: (a) PAGA Counsel's (as defined by the PAGA Settlement Agreement) attorneys' fees up to the requested amount of 40% of the Settlement Payment ($172,650.00); (b) PAGA Counsel's request for reimbursement of litigation costs in the amount of up to $30,000.00; (c) PAGA Settlement Administration costs of up to $5,000.00 to be paid to the Settlement Administrator; (d) $10,000.00 to Plaintiff as a Representative Enhancement Award and for her general release; and (e) the remainder of the Settlement Payment after deducting the items (a), (b), (c) and (d) herein shall be designated as PAGA Penalties, which are estimated to be $213,975.00 and will be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i) with seventy-five percent (75%) paid to the LWDA ($160,481.25) and twenty-five percent (25%) paid to the Aggrieved Employees (PAGA

Members) ($53,493.75) on a pro-rata basis. Each PAGA Member's pro-rata share of the PAGA Penalty Fund represents their Individual Settlement Payment.

b) Individual Settlement Calculation. Plaintiff and the Aggrieved Employees shall receive a pro rata share of the twenty-five percent (25%) of the PAGA Penalties allocated to Aggrieved Employees (estimated to be $53,493.75). Plaintiff and each Aggrieved Employee's Individual PAGA Payment shall be determined by multiplying the twenty-five percent (25%) of PAGA Penalties allocated to the Aggrieved Employees by the (a) the number of PAGA Pay Periods worked by that employee divided by (b) the total number of PAGA Pay Periods worked by all Aggrieved Employees (including Plaintiff). All Individual PAGA Payments made to Aggrieved Employees will be reported on an IRS Form 1099.

c) As part of the request for approval of this PAGA Settlement Agreement, PAGA Counsel requests court approval of forty percent (40%) of the Settlement Payment, which is $172,650.00 in attorneys' fees from the Settlement Payment. PAGA Counsel requests a reimbursement in the amount of up to $30,000.00 for actual costs incurred by PAGA Counsel as set forth in the attached Kazandjian Decl. from the Settlement Payment.

d) If Plaintiff's Counsel's request for such amounts is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will be paid to the Aggrieved Employees and the LWDA. Defendants agree not to oppose a fee request by Plaintiff's Counsel in the foregoing amount or less. Any award for attorneys' fees and costs awarded to PAGA Counsel ("PAGA Counsel Fees and Costs") shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the settlement, appearing at hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. PAGA Counsel will be solely and legally responsible to pay all applicable taxes on the PAGA Counsel Fees and Costs.

e) Subject to the Court approval of this Settlement, the payment of the Settlement amounts shall be paid as follows:

(1) Defendants will fund the settlement administrator a total of $431,625.00 no later than thirty (30) days after the Effective Date (as defined by the Settlement Agreement).

(2) No later than twenty-one (21) calendar days after the Effective Date Defendants shall provide the settlement administrator a list of Aggrieved Employee ("Aggrieved Employee Data") containing the (1) name; (2) last known home address; (3) the social security number; and (4) the number of PAGA pay periods for each Aggrieved Employee. Neither the Aggrieved Employee Data nor any information contained therein shall be distributed to PAGA Counsel at any time. The settlement administrator will distribute the checks to the Aggrieved Employees, at a cost not exceeding $5,000.00, which shall come from the Settlement Payment.

(3) Within fourteen (14) business days after Defendants fund the Gross Settlement Amount, the settlement administrator will cause payment of checks to PAGA Counsel for the total amount of Counsel Fees & Costs, as defined herein, as follows: (a) $10,000.00 to Plaintiff as a Representative Enhancement Award and in exchange for a general release; (b) PAGA Counsel for the total amount of PAGA Counsel Fees & Costs, as defined herein as follows: (1) $172,650.00 paid to PAGA Counsel for attorneys' fees; (2) up to $30,000.00 paid to PAGA Counsel for costs; (c) payment to the LWDA for penalties; and (d) payment to all Aggrieved Employees. Disbursement of Plaintiff's Representative Enhancement Award and PAGA Counsel Fees & Costs shall not precede disbursement of the Individual PAGA Payments;

(4) Concurrently with sending each Aggrieved Employee their share of the Settlement Amount, the Claims Administrator will include a "Notice of PAGA Action Settlement" (attached to the Kazandjian Decl. as **Exhibit 2**) along with each Aggrieved Employee's check. The settlement administrator shall send each

Aggrieved Employee their check via U.S. First Class mail to each Aggrieved Employee's address with directions to the Postmaster to return all undeliverable mail to the settlement administrator. For each returned check/notice that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee's by using an address refresher database.

(5) Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the settlement administrator will send those uncashed funds to the State of California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash his or her check.

f) The Parties as part of their Joint Stipulation Requesting Approval of Representative Action Settlement will submit concurrently herewith a proposed final order seeking Court approval of the PAGA Settlement Agreement; approval of the amount of PAGA Counsel Fees & Costs; and permanently barring all Aggrieved Employees from prosecuting any Released PAGA Claims released in this Settlement against Defendants. If there is a conflict between the language of this Stipulation and the language of the PAGA Settlement Agreement attached to the Kazandjian Decl. as **Exhibit 1**, the language of the PAGA Settlement Agreement shall control.

g) This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

DATED: 7.16.25

HAIG B. KAZANDJIAN LAWYERS, APC

By: ______________________

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Attorneys for Plaintiff MARIA MORA and Aggrieved Employees

DATED: 7.16.25

OGLETREE DEAKINS

By: */s/ Keenan P. O'Connor*

Spencer C. Skeen, Esq.
Jesse C. Ferrantella, Esq.
Keenan P. O'Connor, Esq.
Attorneys for Defendants

~~[PROPOSED]~~ ORDER AND JUDGMENT

The Court, having reviewed the Parties' Settlement Agreement and Release (the "Settlement" or "Settlement Agreement") attached as Exhibit 1 to the concurrently-filed Kazandjian Declaration, together with the Stipulation of the Parties and the Declaration of Haig B. Kazandjian and exhibits attached thereto, hereby ORDERS AND ADJUDGES:

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

2. The Court approves the penalties to be paid to the PAGA Claims Members and the State of California as set forth in the Settlement, pursuant to Labor Code § 2699(l). The Court further approves all payments to be made to Plaintiff's counsel, Plaintiff, and the Settlement Administrator, based on the terms of the Settlement.

3. The Court hereby directs the Settlement Administrator to administer the Settlement and to make the payments as provided for in the Settlement Agreement and by this Order.

4. Upon entry of this Order and Judgment, the Parties and the Settlement Administrator shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Settlement Agreement.

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

IT IS SO ORDERED.

Dated: 09/03/2025

Lynette Gridiron Winston
JUDGE OF THE SUPERIOR COURT
Lynette Gridiron Winston / Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On July 16, 2025 I served the foregoing document(s) described as: **STIPULATION AND [PROPOSED] ORDER FOR REQUESTING APPROVAL OF REPRESENTATIVE PAGA SETTLEMENT AND ENTRY OF JUDGMENT THEREON; AND DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT THEREOF** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Keenan O'Connor, Esq.
Jesse C. Ferrantella, Esq.
Spencer C. Skeen, Esq.
OGLETREE DEAKINS
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Attorneys for Defendants

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

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

Executed on July 16, 2025 at Glendale, California.

Sarah Cruz

Sarah Cruz