

Christina M. Coleman (SBN 192578)
christina@christinacolemanlaw.com
LAW OFFICES OF CHRISTINA M. COLEMAN, APC
113 N. San Vicente Blvd., Suite 341
Beverly Hills, CA 90211
Phone: (323) 592-3605
Fax: (323) 843-1715

Attorney for Plaintiff,
SAMIR KANJO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CIVIL COMPLEX CENTER

SAMIR KANJO, an individual,

Plaintiff,

v.

BAKER'S, INC., a California corporation;
MOUTIA ASSAF, an individual; and DOES 1
through 20, inclusive,

Defendants.

Case No. 30-2022-01262571-CU-OE-CXC

Assigned to the Hon. Lon F. Hurwitz, Dept. CX103

**DECLARATION OF CHRISTINA M.
COLEMAN IN SUPPORT OF REQUEST FOR
DISMISSAL OF PAGA CAUSE OF ACTION**

Status Conf:

Date: May 10, 2023

Time: 1:30 p.m.

Dept: CX103

Action filed: June 1, 2022

Trial date: None Set

I, Christina M. Coleman, do declare:

1. I am an attorney at law licensed to practice before all courts of the State of California, and am the principal of the Law Offices of Christina M. Coleman, APC, counsel for Plaintiff herein. I have personal knowledge of the facts set forth herein, and if called upon as a witness could and would testify competently thereto. I file this declaration in support of Plaintiff's request for dismissal of his PAGA claim with prejudice as to Plaintiff, but without prejudice as to any other allegedly aggrieved employee.

2. On Plaintiff's behalf, I filed his complaint on June 1, 2022, alleging claims for (1) Failure to Pay Wages; (2) Failure to Provide Meal and Rest Periods; (3) Failure to Provide Itemized Wage and Hour Statements; (4) Waiting time Penalties; (5) Private Attorney General Act; (6) Failure to Permit Inspection of Personnel and Payroll Records; and (7) Unfair Competition.

1 3. Plaintiff seeks a dismissal of the Fifth Cause of Action for Private Attorney General Act,
2 as to Plaintiff with prejudice, and without prejudice as to any other allegedly aggrieved employee.

3 4. Plaintiff's complaint seeks to recover his individual damages for Defendants' alleged
4 failure to pay to him one hour of additional pay at his regular rate of pay for each meal and rest break
5 violation in the approximate amount of \$35,910.00, failure to provide itemized paystubs that include the
6 wages due and owing for the meal and rest break violations in the minimum amount of \$4,000, waiting
7 time penalties for Defendants' failure to pay Plaintiff the meal and rest break wages immediately upon
8 termination in the amount of no less than \$4,560.00, and statutory penalties in the amount of \$1,500 for
9 Defendants' failure to permit inspection of Plaintiff's payroll and personnel records pursuant to Labor
10 Code sections 226(f) and 1198.5.

11 5. Plaintiff claims that, as a cashier at a 24-hour gas station who worked his shifts alone,
12 there was nobody present to relieve him for meal or rest breaks and he was not allowed to close the store
13 to enable him to take his statutory breaks.

14 6. Plaintiff's complaint also seeks to recover PAGA penalties for Defendants' alleged failure
15 to provide him and the other employees with meal and rest breaks, itemized paystubs that include the
16 wages due and owing for the meal and rest break violations, and for failing to pay the meal and rest break
17 wages immediately upon termination or within 72 hours of resignation.

18 7. Plaintiff's complaint also seeks attorney's fees and costs pursuant to Labor Code sections
19 201-203, et seq., 226, 1198.5, and 2699.

20 8. On August 18, 2022, on Plaintiffs behalf, I served Plaintiff's first sets of written discovery
21 on Defendants, consisting of Form Interrogatories, Special Interrogatories, Requests for Admissions, and
22 Requests for Production of Documents on each of them, with responses thereto due on September 20,
23 2022. Shortly thereafter, at defense counsel's request, the parties agreed to stay formal discovery pending
24 mediation, which was scheduled for April 4, 2023 with Marc Feder, Esq. As part of this agreement,
25 Defendants agreed to informally produce documents relating to Plaintiff's claims, including his payroll
26 and personnel records, and documents relating to the identities and claims of the potential PAGA
27 members before the mediation so the parties could have a meaningful mediation.

1 9. Prior to the mediation, Defendants produced Plaintiff's payroll and personnel records,
2 including Plaintiff's time clock punch records. These punch records supported Plaintiff's claim that he
3 did not receive meal breaks, as they do not show any punch entries in or out for any meal periods, only
4 in and out punches for the day.

5 10. Defendants' position is that Plaintiff could have taken his meal and rest breaks but
6 voluntarily chose not to do so. Plaintiff contends that he was not advised of his right to take meal and
7 rest breaks, that there were no posters advising him of this right, and that Defendants specifically told
8 Plaintiff that he could not close the store at any time.

9 11. Also prior to the mediation, Defendants disclosed that, for the PAGA period of March 28,
10 2021 through the present, there are only five (5) potentially aggrieved employees, including Plaintiff,
11 none of whom still work for Defendants (who sold the business in the first quarter of 2022). Of the five
12 (5) potentially aggrieved employees, three (3) of them signed separation agreements and releases of all
13 claims. All of the five (5) potentially aggrieved employees, other than Plaintiff, denied that they had
14 suffered any Labor Code violations, and all claimed that they received their required meal and rest breaks.

15 12. Defendants have at all times vigorously denied that any of Plaintiff's claims have merit,
16 and have also vigorously denied that there are any aggrieved employees at all.

17 13. I have not communicated with any of the five (5) potentially aggrieved employees
18 disclosed by Defendants except for Plaintiff. I am not aware that any potentially-aggrieved employees
19 other than Plaintiff are aware of this lawsuit and/or are relying upon Plaintiff to pursue PAGA penalties
20 on their behalf.

21 14. On April 4, 2023, the parties participated in the mediation with Mr. Feder, and reached a
22 settlement of their dispute. Attached hereto as Exhibit 1, and incorporated herein by this reference, is a
23 true and correct copy of the settlement agreement signed that day at the mediation.

24 15. The settlement agreement is contingent upon the successful dismissal of Fifth Cause of
25 Action for PAGA claims with prejudice as to Plaintiff's individual claims as an aggrieved employee, and
26 without prejudice as to any other allegedly aggrieved employees. [Exh. 1, at ¶¶ 1, 6.] The settlement
27 agreement also stipulates that Plaintiff will not pursue any future PAGA claims against Defendant. [Exh.
28

1 1, at p. 3.] If dismissal of the PAGA claim pursuant to the parties' settlement is not approved, the
2 settlement agreement is null and void. [Exh. 1, at ¶ 1.]

3 16. The Settlement Agreement contains a Civil Code section 1542 release for Plaintiff only,
4 and does not include releases by or for any aggrieved employees other than Plaintiff. [Exh. 1, at ¶¶ 4-6.]

5 17. Pursuant to the settlement agreement, Plaintiff is receiving \$45,000 for his individual
6 claims, including attorneys' fees and costs, and \$0.00 for Plaintiff's PAGA claims. The settlement
7 agreement also requires Defendants to pay Plaintiff's share of the mediation costs of \$7,000 directly to
8 the mediator, with the mediator refunding to me the \$7,000 that I previously paid, separate and apart from
9 the \$45,000 consideration Plaintiff will receive. 40% of the Plaintiff's share of the \$45,000 consideration
10 will be paid to my firm pursuant to a contingency fee agreement. Costs of approximately \$2,350 in
11 attorney costs will be paid from Plaintiff's share of the \$45,000 consideration.

12 18. No other amounts are being deducted from the gross settlement amount.

13 19. There will be no payments in any amount to any purported aggrieved employees.

14 20. I am personally aware, having been intimately involved in the settlement negotiations, that
15 unless Defendant has communicated with Plaintiff without my knowledge (which I have no reason to
16 believe occurred), Plaintiff, nor I nor my firm have received no consideration (nor any promise of any
17 consideration), direct or indirect, for the dismissal of Defendants with respect to claims on behalf of any
18 other allegedly aggrieved employee. The consideration in the settlement agreement itself is the only
19 consideration Plaintiff is receiving from Defendants, and it is for resolution of Plaintiff's individual wage
20 and hour claims against Defendants, plus fees and costs.

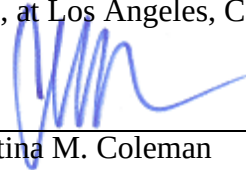
21 21. Plaintiff lacks a desire to proceed further in the case and instructed me to request the
22 instant dismissal.

23 22. The dismissal of the PAGA claims at issue is reasonable in light of the facts and
24 circumstances of Plaintiff's case. Plaintiff's claims are supported by evidence: his testimony, time clock
25 records and his paystubs. The damages claimed by Plaintiff alone exceed the \$45,000 settlement amount,
26 not even including Plaintiff's attorney's fees and costs, which are recoverable on several of his claims.
27 Plaintiff is not receiving a windfall or excess amounts for his individual claims by dismissing the PAGA
28 cause of action. In contrast, the information provided by Defendants' counsel through informal discovery

1 did not substantiate any Labor Code violations against any other potential PAGA grievors. Plaintiff did
2 not work with any of them, and had no role in their hiring or supervision to have personal knowledge
3 whether any of them, unlike him, were permitted to close the store to take meal and rest breaks. Not only
4 do the other potential PAGA grievors disclaim having suffered any violations, three of them signed
5 releases.

6 23. This declaration and the proposed order of dismissal are being served on the LWDA and
7 defense counsel prior to its filing with the Court. Service on the LWDA is being accomplished by
8 electronic submission through its portal. The entered order of dismissal will likewise be served on the
9 LWDA via electronic submission through its portal should the court approve the request for dismissal.

10 I declare under penalty of perjury under the laws of the State of California that the foregoing is
11 true and correct. Executed this 12th day of April 2023, at Los Angeles, California.

12 
13 _____
14 Christina M. Coleman
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT (hereinafter, the “Agreement”) is made and entered into by and between BAKER’S, INC. and MOUTIA ASSAF (hereinafter, the “Defendants”) and SAMIR KANJO (hereinafter “Plaintiff”) (Plaintiff and the Defendants are collectively referred to as the “Parties”).

WHEREAS, Plaintiff has asserted claims arising out of Plaintiff’s former employment with Baker’s, Inc. and has filed a Complaint and Representative Action Complaint (hereinafter, the “Complaint”) in the Superior Court of California, in and for the County of Orange, Case No. 30-2022-01262571, alleging the following causes of action: (1) failure to pay wages; (2) failure to provide meal and rest periods; (3) failure to provide itemized wage and hour statements; (4) waiting time penalties; (5) Private Attorneys General Act (“PAGA”); (6) failure to permit inspection of personnel and payroll records; and (7) unfair competition (the “Action”);

WHEREAS, the Action was preceded by Plaintiff’s submission to the California Labor and Workforce Development Agency of a written notice dated March 20, 2022 pursuant to Cal. Lab. Code § 2699.3(a) (hereinafter, the “LWDA Notice”);

WHEREAS, Defendants deny and dispute any and all of Plaintiff’s alleged causes of action and allegations in the Action and in the LWDA Notice, and specifically deny that Plaintiff can pursue any claims in the Action on a representative basis under PAGA;

WHEREAS, the Parties attended mediation with mediator Marc Feder, Esq. and wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged, or that could be alleged, by Plaintiff against the Defendants;

WHEREAS, the Parties wish to resolve the matter on an individual basis with a general release by Plaintiff without prejudice of the PAGA claim as to other alleged aggrieved employees;

WHEREAS, the Parties agree that the Defendants will provide Plaintiff with certain benefits in consideration of the promises and covenants of Plaintiff as contained herein, including but not limited to Plaintiff’s agreement to release all claims against the Defendants and its affiliated persons or companies, and dismissal of the Action.

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained herein, the Parties mutually agree as follows:

1. Agreement Effective Date. This Agreement shall be effective on the date by which it (a) has been signed by the Defendants and Plaintiff, (b) each of the Parties has received the original or a copy of the other party’s signed Agreement, (c) the Fifth Cause of Action in the Action has been dismissed with prejudice as to Plaintiff and dismissed without prejudice as to any other allegedly aggrieved employees, and (d) Defendants’ undersigned counsel have received notice of such dismissal (hereinafter, the “Effective Date”). If the court presiding over the Action refuses to approve dismissal of the Fifth Cause of Action pursuant to the terms of this Agreement, this Agreement shall be null and void, and of no effect whatsoever.

Confidential Settlement And Release Agreement

2. Consideration. In exchange for Plaintiff agreeing to this Agreement, Defendants agree to pay Plaintiff the amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) plus reimbursement of Plaintiff's portion of the mediator's fee (the "Settlement Payment") in full compromise and settlement of all claims released herein. Plaintiff acknowledges and agrees that he is not owed any additional consideration pursuant to this Agreement, including for attorney fees and costs, interest, penalties, or any other amounts, other than as provided herein. The Settlement Payment shall be paid as follows:

- a. by check to "Law Offices of Christina M. Coleman Client Trust Account" in the amount of Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) to be reported on IRS form 1099 to Plaintiff and Law Offices of Christina M. Coleman pursuant to IRS Regulations; and
- b. Counsel for Defendants shall reimburse mediator Marc Feder, Esq. directly for Plaintiff's portion of the mediator's fee.

Plaintiff and his counsel shall provide the Defendants' counsel with a completed IRS Form W-9 for Plaintiff, and a completed IRS Form W-9 for Plaintiff's counsel, by the Effective Date. The Defendants will have 30 days following the Effective Date and receipt of the completed W-9s to deliver the check constituting the Settlement Payment to Plaintiff's counsel. Upon delivery of the Settlement Payment to Plaintiff's Counsel, the Defendants will have fully met its obligations under this Agreement. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

3. Valid Consideration. Plaintiff acknowledges that this is a disputed claim and he would not otherwise be entitled to the consideration set forth in Paragraph 2 were it not for his covenants, promises, and releases set forth herein. Plaintiff further acknowledges and agrees that, upon receiving the Settlement Payment described above, Plaintiff will have received all compensation, remuneration, or benefits of any kind allegedly due or owed from the Defendants, including but not limited to all wages, overtime, or other wage premiums, bonuses, advances, vacation pay, severance pay, and any other incentive-based compensation or benefits to which Plaintiff was or may become entitled or eligible, and that nothing further is owed by Defendants.

4. Release by Plaintiff. Plaintiff on his own individual behalf and on behalf of his predecessors, heirs, successors and assigns, hereby releases and forever discharges, acquits and covenants not to sue Moutia Assaf and Baker's, Inc., its subsidiaries and parent companies, all employee benefits plans and employee benefit plans and programs, sponsored, maintained or administered by the company, whether or not subject to the Employee Retirement Income Security Act, and each of their respective attorneys, past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, joint employers, co-employers, payroll service providers, staffing agencies, Professional Employer Organizations, Administrative Service Organizations, insurers, related corporations, and/or privies, both individually and collectively, and any other individual or entity which could be jointly liable with Defendants, whether previously or hereafter affiliated in any manner, and the respective predecessors, successors and assigns of all of the foregoing (collectively referred to in this Agreement as "Releasees" or "Released Parties"), from any and all claims, debts, promises, agreements, demands, causes of action, attorneys' fees, penalties, losses

Confidential Settlement And Release Agreement

and expenses of every nature whatsoever, contingent, or non-contingent, matured or unmatured, liquidated or unliquidated, whether or not known, suspected or claimed, which Plaintiff had, now has or may claim to have arising on or prior to the Effective Date of this Agreement, or arising out of or in connection with Plaintiff's employment and/or the separation of such employment with Baker's, Inc. This total and complete release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Baker's, Inc. and the separation of such employment; claims or demands related to salary, bonuses, commissions, stock, stock options, vacation pay, penalties, fringe benefits; breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation and impairment of economic opportunity; claims for harassment, discrimination, retaliation, negligent retention, negligent hiring, and negligent supervision; or any federal, state, municipal or other governmental statute, public policy, regulation or ordinance, including but not limited to the following: claims under The Civil Rights Acts of 1866, 1964, and 1991; 42 U.S.C. § 1981; The California Fair Employment and Housing Act; Section 503 of the Rehabilitation Act of 1973; The Fair Labor Standards Act (including the Equal Pay Act); The National Labor Relations Act; The Lily Ledbetter Fair Pay Act; the Occupational Safety and Health Act; The California Occupational Safety and Health Act; The California Workers' Compensation Act; The California Constitution; The California Labor Code; The California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.* ("PAGA"); The California Business and Professions Code; The California Government Code; The Employment Retirement Income Security Act; The Americans With Disabilities Act; The Family and Medical Leave Act, as allowed by law; The California Family Rights Act; The California Pregnancy Discrimination Act; The Wage Orders of the California Industrial Welfare Commission; The Immigration Reform and Control Act; the Families First Coronavirus Response Act; local ordinances including city, county, and other municipal ordinances concerning sick leave, minimum wage, and other matters; the federal Worker Adjustment and Retraining Notification Act (and any state law equivalents) ("WARN") and any claims for failure to comply with WARN and claims for associated penalties and wages, and any Executive Order, each as amended. Such released claims shall be referred to hereinafter as the "Released Claims."

By executing this Agreement, Plaintiff represents, warrants and confirms that, upon the Effective Date of this Agreement, he is not an "aggrieved employee" for purposes of acting as a plaintiff, claimant, or a Private Attorney General under the PAGA, and Plaintiff specifically stipulates, for purposes of this Agreement, that he will not pursue any future claim under the PAGA. Moreover, Plaintiff disclaims any right to act as a plaintiff, claimant, or Private Attorney General under the PAGA.

This Agreement does not prohibit Plaintiff from filing a charge with a government agency, such as the Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing, but this Agreement does release any claim which Plaintiff has or may have for monetary relief, reinstatement, alleged reemployment, or for any other remedy for Plaintiff personally, arising out of any proceeding before any government agency or court. If any agency or court should take jurisdiction over any matter in which Plaintiff has or may have any personal interest, whether initiated by Plaintiff or otherwise, Plaintiff will promptly inform that agency or court that this Agreement constitutes a full and final settlement by Plaintiff of all claims released under this Agreement as to all Releasees. To the extent Plaintiff is awarded any monetary or other relief as a result of any such proceedings that involve claims subject to the releases set forth herein, Plaintiff expressly waives the right to such relief, and agrees to promptly return any

Confidential Settlement And Release Agreement

monies that are so awarded or paid to him, to the respective Releasees that were ordered or otherwise required to pay such monies. Notwithstanding the foregoing, Released Claims do not include any claims that Plaintiff cannot lawfully waive. By signing this Agreement Plaintiff does not release workers' compensation or unemployment compensation claims or waive any rights or claims that may arise after the Effective Date of this Agreement.

5. Waiver of Unknown Claims. The Parties expressly waive all of the benefits and rights granted to the Parties pursuant to California Civil Code section 1542, or any similar statute in any state, which reads 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.

The Parties certify that they have read and understand all of this Agreement, including the release provisions contained in Paragraph 4 above, and in this Paragraph, and the quoted Civil Code section above. The Parties agree that they are a "releasing party" for purposes of California Civil Code section 1542. The Parties agree that unless specifically allowed under this Agreement, they cannot sue (or otherwise claim any kind of liability in any manner against) any of the Parties and Releasees based on any facts or circumstances that arose prior to the Parties signing this Agreement. The Parties agree that this is their intent, regardless of whether they may or may not know about such claims as of when they sign this Agreement. The Parties agree and stipulate that it is the express intention of this Agreement that the Parties will never sue or otherwise bring claims of any kind or nature against any of the Parties and Releasees based on circumstances that arose prior to the Parties' execution of this Agreement, for any reason and on any basis, regardless of the validity of such claims.

6. Dismissals with and without Prejudice and Covenant Not to Sue / Liquidated Damages. Plaintiff and his undersigned counsel shall, forthwith upon the full execution of this Agreement, take all steps necessary to effect the dismissal of the Fifth Cause of Action, including but not limited to compliance with Cal. Code Civ. Proc. § 2699(l), if applicable, and any other provisions of law or judicial requirements as may be applicable to the dismissal of the Action. The dismissal of the Fifth Cause of Action shall be with prejudice as to Plaintiff's individual claims and dismissed without prejudice as to any claims brought in on a representative basis on behalf of other allegedly aggrieved employees. Within five (5) Court days of Plaintiff's counsel's receipt of the Settlement Payment as set forth in Paragraph 2, above, Plaintiff shall file a Request for Dismissal with prejudice of the remainder of the Action. Plaintiff warrants that neither he nor anyone acting on his behalf has any claims, actions, administrative, or other proceedings currently pending against any of the Released Parties before any court, arbitrator, board, administrative body, judicial body, quasi-judicial body, or governmental or other agency whatsoever that seek to bring any Released Claims, in whole or in part, other than the Action. And, to the extent there may be any such pending claims, actions, administrative, or other proceedings, Plaintiff shall forthwith take all steps necessary to effect dismissal of same to the extent they seek to bring Released Claims, and Plaintiff shall forthwith provide written proof of such dismissal or dismissals to Defendants except those proceedings that are related to the claims Plaintiff cannot lawfully waive and does

Confidential Settlement And Release Agreement

not release by signing this agreement, i.e. workers' compensation or unemployment compensation claims.

Plaintiff also agrees not to sue or otherwise initiate or prosecute proceedings of any kind against any and all of the Released Parties in any forum, for any Released Claims except those proceedings that are related to the claims Plaintiff cannot lawfully waive and does not release by signing this agreement. This covenant not to sue includes an agreement by Plaintiff never to issue a notice pursuant to Cal. Lab. Code § 2699(a)(1)(A) in relation to his former employment with the Baker's, Inc. occurring on or before the date of his execution of this Agreement, and to never initiate, pursue, or file any PAGA action against Defendants with respect to such employment other than the Action, which will be dismissed. Plaintiff also agrees not to participate, as to any Released Claims against any of the Released Parties, in any class, collective, or representative action (including, but not limited, to, as a class representative and/or a named representative in a suit brought under the PAGA, or California's Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, et seq.).

Plaintiff agrees that any breach of his representations, warranties, and/or obligations pursuant to this Paragraph shall create actionable causes of action for Releasees against Plaintiff, including but not limited to: breach of the Agreement; breach of contract; and breach of the duty of good faith and fair dealing. To the extent Plaintiff is awarded any monetary or other relief as a result of any claims, actions, administrative, or other proceedings involving Released Claims against any of the Releasees, Plaintiff waives the right to such relief, and agrees to promptly return any monies that are so awarded or paid to him, to the respective Releasees that were ordered or otherwise required to pay such monies.

7. Confidentiality. Plaintiff agrees that he will keep the terms and fact of this Agreement, and the amount paid to Plaintiff under this Agreement completely confidential, and that he will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that Plaintiff may make such disclosure to the Court for purposes of dismissal of the Fifth Cause of Action, his immediate family, and Plaintiff may make such disclosure to his professional representatives (e.g., attorneys, accountants, auditors, tax preparers), all of whom will be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law. Plaintiff acknowledges that a breach by him of any of the covenants set forth in this of this Agreement will cause substantial harm to Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Nothing in this Agreement prevents Plaintiff 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.

8. Costs and Attorneys' Fees. Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff prevailing party for any purpose, including, but not limited to, an award of attorneys' fees and costs. All parties shall bear their own attorney fees and costs with respect to the litigation and reaching this agreement. If any legal action is necessary to enforce or interpret this Agreement, the prevailing party shall recover all costs and attorneys' fees incurred in such enforcement..

9. No Admission of Wrongdoing. It is understood and agreed by the Parties that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed as an admission of any

Confidential Settlement And Release Agreement

liability or obligation by either party to the other party or any other person, and that all issues asserted in the litigation remain disputed.

10. Admissibility of Agreement. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to California Code of Civil Procedure section 664.6 and Evidence Code §1123 for purposes of enforcement, or any other procedure permitted by law.

11. Enforcement of Agreement. In the event any legal action or other proceeding is brought to enforce or interpret any term of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all reasonable litigation related costs and expenses incurred. The Parties agree that this Agreement shall be deemed admissible as evidence in an action for breach of this Agreement.

12. Miscellaneous.

- a. Successors and Assigns. This Agreement shall be binding in all respects upon, and shall inure to the benefit of, the heirs, successors, and assigns of the Parties.
- b. Governing Law. This Agreement shall be governed by the laws of the State of California, both as to interpretation and performance.
- c. Severability. Defendants and Plaintiff agree that each section, clause, term and provision of this Agreement shall be construed as separate and divisible, and in the event any section, clause, term or provision of this Agreement shall be held void, invalid, or unenforceable in any given circumstance or circumstances, the remainder of the sections, clauses or terms or provisions of this Agreement shall continue to be in full force and effect in said circumstance or circumstances and the entire Agreement shall nevertheless remain valid and enforceable in any other circumstances. In the event a court or arbitrator should determine not to enforce an agreement as written due to over breadth or for any other reason, the Parties specifically agree that said agreement shall be enforced to the extent reasonable, whether said revisions be in time, territory, or scope of prohibited activities. Notwithstanding the foregoing, the requirement that the court approve the dismissal of the Fifth Cause of Action as a prerequisite to this Agreement taking effect is not severable. If the court presiding over the Action refuses to approve dismissal of the Fifth Cause of Action pursuant to the terms of this Agreement, this Agreement shall be null and void, and of no effect whatsoever.
- d. Integration. This Agreement constitutes the entire agreement of the Parties and a complete merger of prior negotiations and agreements on the matters set forth herein. This Agreement is entered into without reliance upon any statement or representation of any kind or by any person, other than the statements and representations contained in writing in this Agreement. Plaintiff further agrees that any representations of any kind not contained in this Agreement shall not be valid or binding, unless, following the signing of this Agreement, the Parties

Confidential Settlement And Release Agreement

put such a modification in a writing signed by both Plaintiff and an authorized representative of the Defendants.

- e. Modification. This Agreement shall not be modified except in writing signed by the Parties or their authorized representatives.
- f. Revocation. Plaintiff agrees that if he ever revokes or rescinds this Agreement that the Defendants will not be responsible to Plaintiff for the Settlement Payment. Plaintiff agrees that if Plaintiff has received the Settlement Payment and that he is liable to the Defendants for its full return.
- g. Waiver. The failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a waiver of such provisions or to affect the validity of this Agreement.
- h. Voluntary. This Agreement is executed voluntarily and without any fraud, duress or undue influence on the part or behalf of the Parties hereto.
- i. Counterparts. The Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which shall constitute together one and the same instrument. The counterparts will be binding on each of the parties hereto, even though the various Parties may have executed separate counterparts hereof. The counterparts may be executed by email, PDF, and/or facsimile.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Dated: 4/4/2023, 2023

DocuSigned by:

Samir Kanjo

8A50AE23D0424F3...

SAMIR KANJO

BAKER'S, INC.

Dated: 4/4/2023, 2023

DocuSigned by:

[Signature]

0A88D3C97BE8477...

By: Moutia Assaf

Its: President

Dated: 4/4/2023, 2023

DocuSigned by:

[Signature]

9A88D3C97BE8477...

MOUTIA ASSAF

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 113 N. San Vicente Blvd., Suite 341, Beverly Hills, CA 90211, and my electronic service address is: christina@christinacolemanlaw.com.

On April 12, 2023, I served the foregoing document described as DECLARATION OF CHRISTINA M. COLEMAN IN SUPPORT OF REQUEST FOR DISMISSAL OF PAGA CAUSE OF ACTION on the interested parties in this action as follows:

Boris Sorsher, Esq.
Fisher & Phillips LLP
Email: bsorsher@fisherphillips.com

*Attorneys for Defendants Baker's, Inc. and
Moutia Assaf*

Lisa L. Peterson, Esq.
Fisher & Phillips LLP
Email: lpeterson@fisherphillips.com

Courtesy copies to:
bpatterson@fisherphillips.com
dwang@fisherphillips.com

Labor and Workforce Development Agency
Electronic submission through portal

☒ BY ELECTRONIC MAIL: Pursuant to Code of Civil Procedure §§ 1010.6(a)(2), 1010.6(e), and 1013(g), and/or California Rules of Court 2.251(b)(1)-(2), I transmitted a copy of the aforementioned document to each addressee above to the email address(es) indicated.

Executed on April 12, 2023, at Los Angeles, California.

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

☐ FEDERAL I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Christina M. Coleman