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Attorneys for Defendant The Rocket Fizz Soda Pop
Shop, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

Kelly Del Manzano, individually, and
Daniel Garcia, individually, and on behalf
of other aggrieved employees pursuant
to the California Private Attorneys
General Act;

Plaintiffs,

vs.

The Rocket Fizz Soda Pop Shop, LLC, a
California corporation, and Does 1
through 10, inclusive,

Defendants.

Case No. 56-2023-00574163-CU-OE-VTA

JOINT STIPULATION FOR PAGA SETTLEMENT

Complaint Filed: January 5, 2023
Assigned To: Hon. Ronda McKaig
Department: 41

Trial Date: Not set.

1 **JOINT STIPULATION FOR PAGA SETTLEMENT**

2 Plaintiffs Kelly Del Manzano and Daniel Garcia ("Plaintiffs"), individually, and on behalf of all other
3 allegedly similarly aggrieved employees ("Allegedly Aggrieved Employees"), and defendant The
4 Rocket Fizz Soda Pop Shop, LLC ("Defendant"), and all Parties together, (referred to as the
5 "Parties"), enter into this Joint Stipulation for PAGA Settlement (the "PAGA Settlement") regarding
6 Plaintiffs' above-captioned PAGA action, as follows:

7 **I. DEFINITIONS**

8 As used in this PAGA Settlement, the following terms have the meanings specified below:

9 1.1. "Action" means the civil action entitled *Kelly Del Manzano and Daniel Garcia v. The Soda*
10 *Pop Shop, LLC*, filed in the Superior Court of the State of California for the County of Ventura, on
11 January 4, 2023, Case No. 56-2023-00574163-CU-OE-VTA.

12 1.2. "Allegedly Aggrieved Employees" means all individuals who worked for Defendant as non-
13 exempt, hourly employees in California at any time during the PAGA Period.

14 1.3. "Defense Counsel" means the law firm of LightGabler.

15 1.4. The "Effective Date" means the date on which the settlement embodied in this PAGA
16 Settlement shall become effective and is the later of (a) five (5) business days after entry of the
17 Court's order granting approval of the PAGA Settlement, (b) or five (5) business days after the
18 period for filing any appeal, writ, or other appellate proceeding opposing the Court's order granting
19 approval, or five (5) business days have elapsed following the final and conclusive dismissal or
20 resolution of any appeal, writ, or other appellate proceeding opposing the PAGA Settlement, with
21 no right to pursue further appellate remedies or relief.

22 1.5. "Notice" means the form of the document attached to this PAGA Settlement as Exhibit "A."

23 1.6. "PAGA Fund" means the amount allocated under this PAGA Settlement, subject to Court
24 approval, for payment to the Labor and Workforce Development Agency ("LWDA") and the
25 Allegedly Aggrieved Employees. The PAGA Fund is the Settlement Fund less the Plaintiff's Counsel
26 Payment and Settlement Administrator Costs. Pursuant to California Labor Code section 2699(i),
27 the PAGA Fund will be allocated such that seventy-five percent (75%) of the PAGA Fund will be
28 paid to the LWDA and twenty-five percent (25%) of the PAGA Fund will be paid to the Allegedly

1 Aggrieved Employees.

2 1.7. "PAGA Period" means the period from May 23, 2021 to the entry of the Court's order
3 granting approval of the Settlement Agreement.

4 1.8. "Plaintiff's Counsel" means Xavier Villegas, Esq. of the Law Office of Xavier Villegas, APC, the
5 attorney representing the Plaintiffs in the Action.

6 1.9. "Plaintiff's Counsel Payment" means the amount to be paid to Plaintiff's Counsel, subject to
7 Court approval, for its attorney's fees, which are not to exceed thirty-three and one-third percent
8 (33.33%) of the Settlement Fund or eleven thousand dollars (\$11,000.00), and for their costs,
9 which are estimated to be \$2,250.22.

10 1.10. "Settlement Administrator" means the third-party settlement administrator Phoenix Class
11 Action Administration Solutions for administration of this PAGA Settlement following Court
12 approval.

13 1.11. "Settlement Administrator Costs" means all costs and expenses of the Settlement
14 Administrator, which are estimated to be \$2,000.00.

15 1.12. "Settlement Fund" means the total, gross settlement payment Defendant will make, subject
16 to Court approval, to resolve the PAGA claims set forth in the Action. The Settlement Fund equals
17 thirty-three thousand dollars (\$33,000.00), is non-reversionary, and is inclusive of Plaintiff's
18 Counsel Payment, Settlement Administrator Costs, and the PAGA Fund.

19 **2. RECITALS**

20 2.1. On January 4, 2023, Plaintiffs filed this Action against Defendant alleging a causes of action
21 both on behalf of Plaintiffs and on behalf of the Allegedly Aggrieved Employees under the Private
22 Attorney General Act ("PAGA") pursuant to California Labor Code § 2698 *et seq.* ("the PAGA
23 claims").

24 2.2. Separate and apart from the PAGA claims, Plaintiffs alleged claims against Defendant for
25 wrongful termination, retaliation, and various Labor Code violations. Prior to initiating a civil action
26 for those claims, the Parties settled Plaintiffs' individual claims pursuant to a settlement agreement
27 between the Parties.

28 2.3. In the PAGA claims, Plaintiff, on behalf of the Allegedly Aggrieved Employees, sought PAGA

1 penalties under California Labor Code § 2698 *et seq.* for failure to pay overtime wages, failure to
2 provide meal periods, failure to provide rest periods, pay [earned] minimum wages, failure to
3 timely pay wages upon termination, failure to timely pay wages during employment, failure to
4 provide complete and accurate wage statements, failure to keep complete and accurate payroll
5 records, and failure to reimburse necessary business-related expenses and costs.

6 2.4. Defendant denies all material allegations set forth in the Action and have asserted numerous
7 affirmative and other defenses in response to the PAGA claims.

8 2.5. Notwithstanding the foregoing and in the interest of avoiding further litigation, the Parties
9 desire to fully and finally settle all actual or potential PAGA claims as pleaded in the operative
10 Complaint or that could have been pleaded in the operative Complaint and this Action.

11 2.6. This PAGA Settlement is made and entered into by and between Plaintiffs individually and
12 on behalf of all other allegedly similarly situated and Allegedly Aggrieved Employees on the one
13 hand, and Defendant on the other hand. This PAGA Settlement is subject to the terms and
14 conditions hereof, as well as the Court's approval. The Parties expressly acknowledge that this
15 Agreement is entered solely for the purpose of compromising disputed claims and that nothing
16 herein is an admission of any liability or wrongdoing by Defendant. If, for any reason the PAGA
17 Settlement is not approved, it will be of no force or effect, and the Parties shall be returned to
18 their original respective positions.

19 2.7. The Parties agree to abide by the terms of the PAGA Settlement in good faith and to support
20 the PAGA Settlement fully and to use their best efforts to defend this PAGA Settlement from any
21 legal challenge, whether by appeal or collateral attack.

22 2.8. The Parties' respective counsel thoroughly investigated the facts and applicable law relating
23 to the PAGA claims alleged in the Complaint and defenses to those claims.

24 2.9. The Parties engaged in informal discovery, which included an exchange of documents,
25 including timekeeping records, payroll records, written policies/handbooks, wage statements, and
26 other relevant documents. The Parties engaged in discussions regarding the factual and legal
27 merits of Plaintiff's claims and Defendant's defenses. The Parties also engaged in discussions
28 regarding Defendant's financial hardship and ability to pay any settlement. The Parties engaged in

1 extensive arm's-length settlement negotiations, which involved substantive offers and
2 counteroffers between the Parties.

3 2.10. Plaintiffs and Plaintiff's Counsel believe that the claims, causes of action, allegations, and
4 contentions asserted in the Action have merit. However, Plaintiffs and Plaintiff's Counsel recognize
5 and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute
6 the Action against Defendant through trial and appeals. Plaintiff's Counsel has taken into account:
7 1) the uncertain outcome of the litigation; 2) the risk of continued litigation in complex actions
8 such as this lawsuit; 3) the difficulties and delays inherent in such litigation; and 4) the potential
9 risk of trying the claims of the putative class. Plaintiff's Counsel is mindful of the potential
10 problems of proof under, and possible defenses to, the claims alleged in the Action and litigation
11 of those claims on a PAGA-wide basis.

12 2.11. Plaintiff's Counsel believes that that Settlement set forth in this PAGA Settlement confers
13 substantial benefits upon Plaintiffs and Allegedly Aggrieved Employees, and that an independent
14 review of this PAGA Settlement by the Court in the approval process will confirm this conclusion.
15 Based on their own independent investigation and evaluation, Plaintiff's Counsel have determined
16 that the settlement set forth in the PAGA Settlement is in the best interests of Plaintiffs and the
17 Allegedly Aggrieved Employees.

18 2.12. Based on the data and documents producing during informal discovery and in response to
19 Labor Code sections 226 and 1198.5 records requests, Plaintiff's Counsel's own independent
20 investigation and evaluation, Plaintiff's Counsel believes that Plaintiffs' settlement with Defendant
21 for the consideration provided and on the terms set forth in this PAGA Settlement is fair,
22 reasonable, and adequate, and is in the best interest of Allegedly Aggrieved Employees in light of
23 all known facts and circumstances, including the risk of significant delay and uncertainty associated
24 with litigation, various defenses asserted by Defendant, the contested legal and factual issues
25 involved, and potential appellate issues.

26 2.13. Therefore, in exchange for the promises and conditions set forth herein, the Parties agree
27 to settle and/or dismiss the Action based on the terms set forth in this PAGA Settlement, subject
28 to Court approval.

1 **3. TERMS OF THE PAGA SETTLEMENT**

2 **3.1. Scope of Settlement and/or Dismissal.** Plaintiffs, as PAGA representatives and proxies for
3 the LWDA, agree to settle the PAGA claims on behalf of themselves the LWDA, and the Allegedly
4 Aggrieved Employees employed by Defendant during the PAGA Period.

5 **3.2. The Settlement Fund.** Subject to Court approval, Defendant will pay the Settlement Fund
6 to settle the PAGA claims. The Settlement Fund will be divided as follows: payment of the PAGA
7 Fund to the LWDA and all Allegedly Aggrieved Employees, Plaintiff's Counsel Payment, and
8 Settlement Administrator Costs.

9 **3.3. Plaintiff's Counsel Attorneys' Fees and Costs.** Subject to Court Approval, Defendant will
10 not oppose Plaintiff's Counsel's application to the Court for an award of the Plaintiff's Counsel
11 Payment consistent with the terms of this PAGA Settlement. Plaintiff's Counsel will be responsible
12 for submitting all documents required by the Court to support the request for Plaintiff's Counsel
13 Payment. Any reduction by the Court of Plaintiff's Counsel Payment will revert to the Settlement
14 Fund for the benefit of the Allegedly Aggrieved Employees. Any reduction by the Court of the
15 Plaintiff's Counsel Payment is not a basis for rendering this PAGA Settlement void or
16 unenforceable.

17 **3.4. Settlement Administration Costs.** The Settlement Administration Costs, which is to be
18 capped at \$4,000.00, includes all costs and expenses of the Settlement Administrator for
19 administering and completing this PAGA Settlement, including but not limited to fees and costs
20 for: calculating amounts for all payments to be made based on this PAGA Settlement, distributing
21 the Notice, printing, postage, envelopes, searches to locate current addresses for Allegedly
22 Aggrieved Employees, any costs associated with any uncashed or undeliverable settlement checks,
23 and to issue and prepare any necessary tax documents.

24 **3.5. Settlement Administration Cost Decreases.** Any portion of the estimated or designated
25 Settlement Administration Costs which are not required to fulfill the total Settlement
26 Administration Costs will become part of the Settlement Fund for the benefit of the Allegedly
27 Aggrieved Employees..

28 **3.6. Allegedly Aggrieved Employees and LWDA.** Subject to Court approval and pursuant to

1 California Labor Code Section 2699(i), seventy-five percent (75%) of the PAGA Fund will be paid to
2 the LWDA for penalties and twenty-five percent (25%) of the PAGA Fund will be allocated among
3 the Allegedly Aggrieved Employees for penalties, based on his or her proportionate share of pay
4 periods worked during the PAGA Period. Defendant's employment records will be determinative
5 for purposes of calculating the number of pay periods that each Allegedly Aggrieved Employee
6 worked for Defendant during the PAGA Period and any payments under this PAGA Settlement.
7 Defendant will provide these records to the Settlement Administrator on a confidential basis
8 following the Court's approval of this PAGA settlement.

9 **3.7. Notice to LWDA.** Plaintiff's Counsel shall give timely notice of the PAGA Settlement to the
10 LWDA under Labor Code section 2699(l)(2).

11 **3.8. Nullification of Settlement Agreement.** In the event that this PAGA Settlement is not
12 approved by the Court, fails to become effective, or is reversed or withdrawn by the Court:

13 3.8.1. This PAGA Settlement shall be void ab initio and of no force or effect, and shall not be
14 admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to
15 any issue, substantive or procedural;

16 3.8.2. None of the Parties to this PAGA Settlement will be deemed to have waived any claims,
17 objections, defenses or arguments in the Action.

18 **4. DISTRIBUTION OF SETTLEMENT FUND**

19 **4.1. Notice and Distribution of PAGA Fund.** Defendant will provide the Settlement
20 Administrator with a confidential list of the names and addresses of the Allegedly Aggrieved
21 Employees within five (5) business days of the Effective Date. This contact information will be
22 provided confidentially to the Settlement Administrator only, and the Settlement Administrator
23 will treat the information as private and confidential and take all necessary precautions to maintain
24 the confidentiality of such information. This information is to be used only to carry out the
25 Settlement Administrator's duties as specified in this PAGA Settlement.

26 **4.2. Installment Payments of Settlement Fund.** The Settlement Fund will be paid in two (2)
27 installments of \$16,500 each. The first installment of \$16,500 will be due by Defendant to the
28 Settlement Administrator within fifteen (15) calendar days of the Effective Date. The second

installment of \$16,500 will be due thirty (30) calendar days after the first installment is due. Payment will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator.

4.3. Within ten (10) business days after the Settlement Fund is fully funded, the Settlement Administrator will disburse the Settlement Administration Costs, Plaintiff's Counsel's Payment, and payment of the PAGA Fund as detailed in this PAGA Settlement. Together with the payments of the PAGA Fund, the Settlement Administrator will provide the Notice to the Allegedly Aggrieved Employees.

4.4. Any payment and/or Notice mailed to the Allegedly Aggrieved Employees that is returned to the Settlement Administrator as non-delivered, will be sent by First Class U.S. Mail to the forwarding address provided. If no forwarding address is provided, then the Settlement Administrator will run a skip trace address verification (or other mutually agreeable method) to locate a more current address, to which the Settlement Administrator will then mail the payment and Notice. If no current address is located, the payment and Notice for that Allegedly Aggrieved Employee will be deemed undeliverable.

4.5. The Settlement Administrator will maintain a list of the postmark date for the original mailings of all settlement payments and the Notice to the Allegedly Aggrieved Employees, the postmark date of any subsequent mailings, and a list of Allegedly Aggrieved Employees who did not receive the settlement payment and Notice due to the inability to locate a valid address using the procedures described above.

4.6. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, any uncashed checks will be void and shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Allegedly Aggrieved Employees who did not cash their checks until such time that they claim their property.

4.7. No later than January 31 of the year following completion of the settlement payments, the

Settlement Administrator will prepare and issue IRS Form 1099 to Plaintiffs and any Allegedly Aggrieved Employees who received a payment that requires a 1099 under the law.

4.8. Tax Treatment and Tax Indemnification. Plaintiffs will assume any tax obligations or consequences which may arise from the payments they receive under this PAGA Settlement but Defendant is responsible for the amount of the employer contribution for payroll taxes, if any. If any state or federal taxing authority contacts, investigates, or pursues any action against Plaintiffs for their individual share of taxes related to any payments made under this Agreement, Plaintiff will be responsible for their own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for their share of any state or federal tax obligation related to any payments made under this PAGA Settlement. The Parties will bear their own fees, costs, and respective tax obligations, except as otherwise provided for in this PAGA Settlement. Nothing herein shall obligate Plaintiffs or the Allegedly Aggrieved Employees to pay, indemnify, or otherwise assume responsibility for any taxes that would be owed by Defendants in the first instance or as a result of any re-classification of the treatment of the payments, such as, for example, employer-side payroll contributions. Within five (5) business days after the Effective Date, the Settlement Administrator will provide the Parties an accounting of the amounts to paid by Defendant pursuant to the terms of the Settlement, including of the employer contribution for payroll taxes to be paid by Defendant, if any.

4.9. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT

ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4.10. **Individual PAGA Payment Calculations.** Using the employee data from Defendant, the Settlement Administrator will calculate the total number of pay periods in the PAGA Period and will divide each Allegedly Aggrieved Employee's individual number of eligible pay periods in the PAGA Period to determine their pro rata portion of the portion of the PAGA Fund allocated to Allegedly Aggrieved Employees ("Individual PAGA Payment"). An Allegedly Aggrieved Employee's pay periods shall be calculated to the nearest hundredth of a full workweek.

5. PROCESS FOR SEEKING COURT APPROVAL

5.1. Plaintiff's Counsel file a Joint Motion for Approval of the PAGA Settlement. The Parties will cooperate in drafting and preparing the Joint Motion for Approval of the PAGA Settlement. Defendant will not oppose the Motion for Approval of the PAGA Settlement consistent with the terms of this PAGA Settlement so long as the Motion is consistent with the terms of the Settlement.

5.2. **Termination of Settlement.** Subject to the obligation(s) of cooperation set forth herein, any Party may terminate this PAGA Settlement if the Court declines to approve the PAGA Settlement, or the PAGA Settlement as agreed does not become final because of appellate court action. The Terminating Party shall give to all other Parties (through their/its counsel) written notice of his/its decision to terminate this PAGA Settlement no later than ten (10) business days after receiving notice that one of the enumerated events has occurred. Termination of this PAGA Settlement shall have the following effects:

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1 a. The PAGA Settlement shall be terminated and shall have no force or effect, and no Party
2 shall be bound by any of its terms;

3 b. In the event the PAGA Settlement is terminated, Defendants shall have no obligation to
4 make any payments to any Party, Allegedly Aggrieved Employees, or Plaintiffs' Counsel. The
5 Terminating Party shall pay the Settlement Administrator for services rendered up to the date the
6 Settlement Administrator is notified that the PAGA Settlement has been terminated;

7 c. The Order approving the PAGA Settlement, including any other relevant order, shall be
8 vacated;

9 d. The PAGA Settlement and all negotiations, statements, and proceedings relating thereto
10 shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their
11 respective positions in the Action prior to the PAGA Settlement;

12 e. Neither this PAGA Settlement, nor any ancillary documents, actions, statements, or filings
13 in furtherance of settlement shall be admissible or offered into evidence in the Action or any other
14 action for any purpose whatsoever.

15 5.3. **Representation By Counsel.** The Parties acknowledge that they have been represented by
16 counsel throughout all negotiations that preceded the execution of this PAGA Agreement, and that
17 this PAGA Agreement has been executed with the consent and advice of counsel, and reviewed in
18 full. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on the
19 PAGA Settlement.

20 5.4. **All Terms Subject to Court's Approval.** All amounts and procedures described in this
21 Settlement Agreement herein will be subject to the Court's Approval.

22 5.5. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other
23 communications given hereunder shall be in writing and shall be transmitted to a Party via email:

24 **To Plaintiffs and the Allegedly Aggrieved Employees:**

25 Xavier Villegas
26 xavier@xaviervillegaslaw.com
27 **LAW OFFICE OF XAVIER VILLEGAS, APC**
28 2390 Las Posas Road, C168
Camarillo, CA 93010
Telephone: (805) 250-7488
Facsimile: (805) 250-7499

To Defendant:

Brier M. Setlur
bsetlur@lightgablerlaw.com

Jamie N. Stein
jstein@lightgablerlaw.com

LIGHTGABLER

760 Paseo Camarillo, Suite 300
Camarillo, CA 93010

Telephone: (805) 248-7427

Facsimile: (805) 248-7427

5.6. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

5.7. **Binding Agreement.** The Parties warrant that: 1) they understand and have full authority to enter into this PAGA Settlement; 2) they intend that this PAGA Settlement will be fully enforceable and binding on all Parties; and 3) agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply under federal or state law.

6. RELEASED CLAIMS

6.1. As of the Effective Date, the Allegedly Aggrieved Employees (including Plaintiffs), on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims for civil penalties under PAGA alleged in the operative Complaint or that could have been alleged based on the asserted facts and legal theories raised in the operative Complaint for civil penalties under PAGA for failure to overtime wages, failure to provide meal breaks, failure to provide rest breaks, pay minimum wages, failure to timely pay wages due at time termination or resignation, failure to timely pay wages, failure to provide accurate, itemized wage statements, failure to keep complete and accurate payroll records, and failure to reimburse necessary business expenses (the "Released Claims"). "Released Parties" means Defendant and each and all of its present, former and future controlling persons (including Richard Shane and Ryan Morgan), parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, staffing agencies, shareholders, owners,

1 officers, directors, principals, employees, agents, attorneys, insurers, managers, trustees,
2 fiduciaries, representatives, divisions, predecessors, successors, and assigns. The Released Claims
3 do not include any claims that cannot be released as a matter of law. It is the intention of the
4 Parties that this Settlement Agreement effectively releases, precludes and bars all Released Claims
5 by the Allegedly Aggrieved Employees and Plaintiffs against the Released Parties, regardless of
6 whether Plaintiffs and/or the Allegedly Aggrieved Employees cash their settlement award checks,
7 so long as the Settlement is administered and carried out according to this Agreement. Beyond
8 the Settlement Fund, Defendant shall not owe any further monies to the Aggrieved Employees or
9 to the State of California based upon any claim asserted under PAGA relating to the Allegedly
10 Aggrieved Employees in this Action. Plaintiffs and participating Allegedly Aggrieved Employees will
11 be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not
12 applicable to the Individual PAGA Payment.

13 **7. MISCELLANEOUS PROVISIONS**

14 **7.1. Mutual Full Cooperation.** Plaintiffs, Defendant, Plaintiff's Counsel, and Defense Counsel
15 agree to fully cooperate with each other to accomplish the terms and approval of this PAGA
16 Settlement, including, but not limited to, execution of such documents and to take such other
17 action as may reasonably be necessary to implement the terms of this PAGA Settlement. The
18 Parties agree to use their best efforts and any other efforts that may become necessary by Order
19 of the Court, or otherwise, to effectuate this PAGA Settlement.

20 **7.2. No Admission.** Nothing in this PAGA Settlement constitutes an admission by Defendant of
21 any wrongdoing or liability or of the truth of any allegation in the Action. In addition, nothing in
22 this PAGA Settlement constitutes an admission by Defendant that the PAGA claims in the Action
23 are/were properly brought on a representative basis other than for settlement purposes only.

24 **7.3. Consultation With Counsel.** Plaintiffs and Defendant represent that they have carefully
25 read and fully understand all of the provisions and effects of this PAGA Settlement, that they have
26 consulted with counsel of his/their choice with respect to this PAGA Settlement, and that they are
27 voluntarily entering into this PAGA Settlement.

28 **7.4. Exhibits Incorporated by Reference.** The terms of this PAGA Settlement include the terms

1 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
2 herein. Any Exhibits to this PAGA Settlement are an integral part of the PAGA Settlement.

3 **7.5. Binding Nature of the PAGA Settlement; Entire Agreement.** This PAGA Settlement may be
4 amended or modified only by a written instrument signed by Plaintiffs and Defendant. No rights
5 under this PAGA Settlement may be waived except in writing. This PAGA Settlement and any
6 attached Exhibits constitute the entire agreement between the Parties relating to the terms of
7 settlement of the PAGA claims in this Action. All prior or contemporaneous agreements,
8 understandings and statements, whether oral or written, whether express or implied, and whether
9 by a party or its counsel, are merged in this PAGA Settlement. No oral or written representations,
10 warranties or inducements have been made to any party concerning this PAGA Settlement or its
11 Exhibits other than the representations, warranties and covenants contained and memorialized in
12 such documents.

13 **7.6. Headings, Titles, and/or Captions.** All headings, titles, or captions contained in this PAGA
14 Settlement are inserted as a matter of convenience and for reference, and in no way define, limit,
15 extend, or describe the scope of this PAGA Settlement or any of its provisions.

16 **7.7. Joint Drafting of Settlement Documents.** Plaintiff's Counsel and Defense Counsel have
17 arrived at this PAGA Settlement as a result of a series of arm's-length negotiations. This PAGA
18 Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, any
19 construction or interpretation of this PAGA Settlement will not be construed against any of the
20 Parties.

21 **7.8. Limited Confidentiality and No Press.** The Parties, Plaintiff's Counsel, and Defense Counsel
22 agree that none of them will issue any press release, social media post, internet or website
23 announcement or otherwise initiate any contact with the press regarding the existence or terms
24 of this settlement, unless ordered by the Court. Nothing stated herein shall prohibit Plaintiff's
25 Counsel from discussing the PAGA Settlement, the fact of PAGA Settlement, and its terms and
26 conditions: (i) with Allegedly Aggrieved Employees and/or (ii) in court filings, including in their
27 respective firm resumes, and/or (iii) in all necessary motions and supporting memoranda related
28 to approval of the PAGA Settlement, or for other class action and/or PAGA action settlements. This

1 provision also does not limit Plaintiff's Counsel (i) from complying with ethical obligations; or (ii)
2 from posting a neutral description of publicly available facts regarding this PAGA Settlement,
3 provided that such posting does not expressly identify Defendant by name.

4 **7.9. Execution of The PAGA Settlement Agreement.** This PAGA Settlement may be executed in
5 one or more counterparts and by facsimile or electronic signature. All executed copies of this
6 PAGA Settlement (and photocopies) will have the same force and effect and will be as legally
7 binding and enforceable as the original.

8 **7.10. Continuing Jurisdiction of the Court.** Pursuant to California Code of Civil Procedure Section
9 664.6 ("Section 664.6"), the Parties agree the Court will retain jurisdiction over the Parties and
10 over this PAGA Settlement, in order to: (a) monitor and enforce compliance of PAGA Settlement,
11 and/or (b) resolve any disputes over this PAGA Settlement or the administration of the benefits of
12 this PAGA Settlement.

13 **7.11.** Pursuant to Section 664.6, the Parties intend that the terms of this PAGA Settlement will be
14 fully enforceable and binding upon all Parties as the settlement of the PAGA claims in the Action,
15 and that this PAGA Settlement will be admissible and subject to disclosure in any proceeding to
16 enforce its terms, notwithstanding any confidentiality provisions that otherwise might apply.

17 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
18 Stipulation for PAGA Settlement and release between Plaintiffs and Defendant as of the date(s)
19 set forth below:

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

Plaintiff Kelly Del Manzano

Dated: _____, 2023

By: _____

Plaintiff Daniel Garcia

Dated: 5/31, 2023

By: *Daniel Garcia Maestas*
Daniel Garcia Maestas (May 31, 2023 20:06 PDT)

Defendant The Rocket Fizz Soda Pop Shop, LLC

Dated: _____, 2023

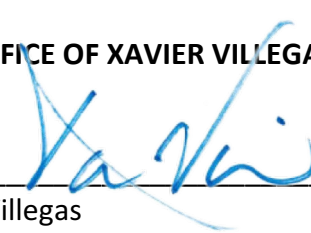
By: _____

Its: _____

APPROVED AS TO FORM:

LAW OFFICE OF XAVIER VILLEGAS, APC

Dated: June 7, 2023

By: 
Xavier Villegas
Attorney for Plaintiffs,
Kelly Del Manzano and Daniel Garcia

LIGHTGABLER

Dated: _____, 2023

By: _____
Jamie Stein
Brier Setlur
Attorneys for Defendant,
The Rocket Fizz Soda Pop Shop, LLC

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SIGNATURES

READ CAREFULLY BEFORE SIGNING

Plaintiff Kelly Del Manzano

Dated: 06/01, 2023

By: 
Kelly Del Manzano Flores (Jun 1, 2023 10:55 PDT)

Plaintiff Daniel Garcia

Dated: _____, 2023

By: _____

Defendant The Rocket Fizz Soda Pop Shop, LLC

Dated: 6/9, 2023

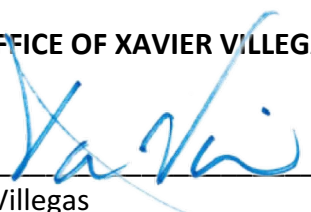
By: 

Its: CEO

APPROVED AS TO FORM:

LAW OFFICE OF XAVIER VILLEGAS, APC

Dated: June 7, 2023

By: 
Xavier Villegas
Attorney for Plaintiffs,
Kelly Del Manzano and Daniel Garcia

LIGHTGABLER

Dated: June 8, 2023

By: 
Jamie Stein
Brier Setlur
Attorneys for Defendant,
The Rocket Fizz Soda Pop Shop, LLC