

1
2
3
4
5
6
7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES
10

11 ALEJANDRO VALENZUELA, MOSAIC
12 SOLOMON, and ROYA MOUSSEAU, as
13 aggrieved employees pursuant to the Private
Attorneys General Act ("PAGA"),

14 Plaintiff,

15 vs.

16 URGP, LLC, a California limited liability
17 company; A.F. RESTAURANT
CONSULTING GROUP, INC., a California
18 corporation; COMESA 92626, LLC, a
California limited liability company; RAIDER
19 94612, LLC, a California limited liability
company; ROSEY SPOT 91105, LLC, a
20 California limited liability company; TALK
SHOW 91505, LLC, a California limited
21 liability company; TOAKS 91362, LLC, a
California limited liability company; U-KO
22 GROVE, LLC, a California limited liability
company; UMAMI BURGER ANAHEIM,
23 LLC, a California limited liability company;
UMAMI BURGER HOLLYWOOD
24 RESTAURANT, LLC, a California limited
liability company; UMAMI BURGER
25 HOLLYWOOD, LLC, a California limited
liability company; UMAMI BURGER
26 LICENSING USA, LLC, a Delaware limited
liability company; UMAMI BURGER SANTA
27 MONICA, LLC, a California limited liability
company; UMAMI BURGER SF, LLC, a
28 Delaware limited liability company; UMAMI
BURGER URBAN JUNGLE, LLC, a
California limited liability company; UMAMI

Case No. BC622088

PAGA SETTLEMENT AGREEMENT

1 BURGER VALLI, LLC, a California limited
liability company; UMAMI BURGER, LLC, a
2 California limited liability company; UMAMI
HERMOSA, LLC, a California limited liability
3 company; UMAMI LAGUNA, LLC, a
California limited liability company; UMAMI
4 RESTAURANT GROUP, LLC, a Delaware
limited liability company;
5 UMAMICATESSEN, LLC, a California limited
liability company; UMAMICATESSEN
6 HOLDINGS, LLC, a Delaware limited liability
company; UMAMI-LEVITY, LLC, a California
7 limited liability company; URGP SFV, LLC, a
California limited liability company; and DOES
8 1 through 10, inclusive,

9 Defendants.

1 **PAGA SETTLEMENT AGREEMENT**

2 Subject to Court approval by the Superior Court of the State of California for the County of Los
3 Angeles ("Court"), Plaintiffs Roya Mousseau and Mosaic Solomon ("Plaintiffs") and Defendants
4 URGP, LLC, and URGP SFV, LLC ("Defendants") (collectively with Plaintiffs, the "Parties") hereby
5 agree to the following binding settlement ("Settlement" or "Settlement Agreement") of the above-
6 captioned action entitled *Alejandro Valenzuela v. URGP LLC*, No. BC622088 (Los Angeles County
7 Superior Court) (the "Action").

8 **RECITALS**

9 1. On May 31, 2016, Plaintiffs filed suit in Los Angeles Superior Court as an enforcement
10 action under PAGA, asserting the following California Labor Code provisions: (1) failure to pay all
11 overtime wages; (2) failure to pay for all hours worked; (3) failure to provide meal and rest periods; (4)
12 failure to provide accurate and complete wage statements; (5) failure to maintain accurate and complete
13 payroll records; (6) failure to timely pay all unpaid wages upon termination; (7) failure to timely pay all
14 earned wages during employment; (8) failure to reimburse employees for business expenses necessarily
15 incurred; (9) failure to pay for costs of obtaining any pre-employment medical or physical examination
16 taken as a condition of employment; (10) failure to provide written notice of paid sick leave or paid time
17 off balance; and (11) failure to provide written notice of material terms of employment.

18 2. For well over two years, the parties litigated this case extensively, taking the depositions
19 of Plaintiffs and Defendants' corporate witnesses, exchanging and responding to document requests and
20 interrogatories, exchanging hundreds of pages of Defendants' records and labor policies, including time
21 and payroll records, and engaging in active motion practice.

22 3. Ultimately, the parties came to the table; the mediation took place on October 24, 2018
23 at JAMS in Los Angeles, California. The mediation was conducted by the Hon. Dickran M. Tevrizian
24 (Ret.), an experienced wage and hour mediator. No settlement was reached that day, but eventually with
25 the assistance of the mediator and persistence of the Parties, the outlined settlement in principle was
26 reached and now the Parties seek approval of this Settlement Agreement.

27 4. In negotiating this settlement, Plaintiffs have considered the expense and length of
28 continued proceedings necessary to litigate their case through trial and through any possible appeals, and

1 the burdens of proof necessary to establish liability for the claims asserted in the action, both generally
2 and in response to Defendants' defenses thereto. Plaintiffs' have also taken into account the uncertainty
3 and risk of the outcome of further litigation, the complexity of creating a trial plan in the representative
4 context, and the difficulties and delays inherent in such litigation. Based on the foregoing, Plaintiffs have
5 determined that the settlement is fair, appropriate and promotes PAGA's objectives.

6 5. The Parties expressly recognize that the making of this Settlement Agreement does not
7 in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in
8 this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or
9 communications, nor any materials prepared, exchanged, issued or used during the pendency of the
10 Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be
11 admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or
12 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation,
13 rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this
14 agreement may be used in any proceeding in the Court that has as its purpose the interpretation,
15 implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in
16 connection therewith.

17 6. Under California Law, the State may assess and collect civil penalties from employers
18 for violations of certain provisions of the Labor Code. *See* Cal. Lab. Code §§ 2699(a). Under PAGA,
19 however, if an "aggrieved" employee gives written notice to the State and the employer of the specific
20 provision of the Labor Code alleged to have been violated, and the State thereafter decides not to
21 investigate, or does investigate and determines that a citation against the employer should not issue, the
22 employee may, "as an alternative" to enforcement by the State, bring a civil action under PAGA to
23 recover the civil penalties "on behalf of himself or herself and other current or former employees." *Id.*
24 Civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the state
25 and 25 percent to the aggrieved employees. Labor Code § 2699(i).

26 7. Labor Code section 2699(I)(2) provides that "[t]he superior court shall review and
27 approve any settlement of any civil action filed pursuant to this part." Accordingly, the Parties hereby
28 seek approval from this Court of the Settlement Agreement pursuant to California Labor Code section

1 2699(l)(2).

2 **DEFINITIONS**

3 The following definitions are applicable to this Settlement Agreement. Definitions contained
4 elsewhere in this Settlement Agreement will also be effective:

5 8. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and
6 approved by the Court for Plaintiffs' Counsel's litigation and resolution of the Action, and all costs
7 incurred and to be incurred by Plaintiffs' Counsel in the Action.

8 9. "Defendants' Counsel" means Littler Mendelson, P.C.

9 10. "General Release Payments" means the amounts to be paid by Defendants to Plaintiffs
10 as payment for a general release of all claims arising out of their employment with Defendants.

11 11. "PAGA Penalties Fund" means the portion of the Settlement Consideration remaining
12 after deducting the Attorneys' Fees and Costs, the General Release Payments, and Settlement
13 Administration Costs. The PAGA Penalties Fund is currently estimated at One Hundred Eighty-Two
14 Thousand Five Hundred Dollars (\$182,500).

15 12. "Parties" means Plaintiffs Roya Mousseau and Mosaic Solomon and Defendants
16 URGP, LLC, and URGP SFV, LLC. "Released Parties," as referenced herein and as released in the
17 Settlement, will include Defendants URGP, LLC, and URGP SFV, LLC and their present and former
18 parent companies, present and former owners, subsidiaries, shareholders, officers, directors, employees,
19 agents, attorneys, insurers, successors, and assigns, and any individual or entity which could be jointly
20 liable with Defendants, or any of them.

21 13. "Plaintiffs' Counsel" means Capstone Law APC.

22 14. "Settlement Administration Costs" means the costs payable from the Settlement
23 Consideration to the Settlement Administrator for administering this Settlement, including, but not
24 limited to, printing, distributing, and tracking documents for this Settlement, distributing the Settlement
25 Consideration, and providing necessary reports and declarations, as requested by the Parties or the Court.

26 15. "Settlement Consideration" means the maximum settlement amount of Three Hundred
27 Seventy-Five Thousand Dollars (\$375,000) to be paid by Defendants in full satisfaction of all Settled
28 Claims arising from the Action, which includes all payments to Aggrieved Employees, Attorneys' Fees

and Costs, the General Release Payments, the payment to the California Labor and Workforce Development Agency ("LWDA"), and Settlement Administration Costs.

PERSONS COVERED BY THE SETTLEMENT

16. Aggrieved Employees: This Settlement covers all persons non-exempt or hourly employees who worked at Defendants' restaurants in California from November 8, 2016 to the date on which the Court enters the Order and Judgment approving the Settlement ("Aggrieved Employees").

17. Settlement Period: The Settlement covers the period from November 8, 2015 to the date on which the Court enters the Order and Judgment approving the Settlement ("Settlement Period").

SETTLEMENT CONSIDERATION

18. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the California Labor and Workforce Development Agency ("LWDA") in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) (or approximately One Hundred Thirty-Six Thousand Eight Hundred Seventy-Five Dollars (\$136,875)) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) (or approximately Forty-Five Thousand Six Hundred Twenty-Five Dollars (\$45,625)) will be paid to all Aggrieved Employees according to the following formula:

18(a) All Aggrieved Employees will be deemed to have worked during at least one Pay Period during the Settlement Period.

18(b) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

18(c) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 25% of PAGA Penalties Fund ($\approx$ \$45,625) $\times$ [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period $\div$

Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

18(d) Aggrieved Employees worked during a combined total of approximately 44,000 pay periods during the Settlement Period.

19. Attorneys' Fees and Costs. In full satisfaction of all claims Plaintiffs may have for attorneys' fees, litigation costs, and expenses arising out of the Action, the Parties agree that Defendant will pay Plaintiffs' Counsel a total of One Hundred Sixty-Five Thousand Dollars (\$165,000) in attorneys' fees and litigation costs/expenses ("Attorneys' Fees and Costs").

20. General Release Payments. In exchange for general releases of all claims Plaintiffs may have against Defendants arising out of their employment, Defendants agrees to pay Plaintiffs payments ("General Release Payments") of Ten Thousand Dollars (\$10,000) each. Upon receipt of the General Release Payments, Plaintiffs will be deemed to have fully released and discharged Defendants from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against Defendants and the Released Parties arising out of or relating to Plaintiffs' employment with Defendants or separation thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs will be deemed to have waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

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.

21. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-

1 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
2 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
3 tax forms to Aggrieved Employees, the LWDA, Plaintiffs, and Plaintiffs' Counsel. The Settlement
4 Administration Costs will be paid from the Settlement Consideration. Based on the estimate that there
5 are approximately Two Thousand (2,000) Aggrieved Employees, Settlement Administration Costs are
6 estimated at Seven Thousand Five Hundred Dollars (\$7,500).

7 22. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
8 will present this Settlement Agreement to the Court and provide notice of this Settlement to the LWDA.
9 The Parties will request that the Court issue an order and judgment approving and incorporating by
10 reference the terms and conditions of the Settlement Agreement (the "Order and Judgment"). This Order
11 and Judgment will be submitted to the LWDA within ten (10) days after entry, pursuant to California
12 Labor Code section 2699(l)(3). In the event that: (i) the Court does not approve the Settlement as
13 provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement
14 Agreement, and any documents generated to bring it into effect, will be null and void. Any order or
15 judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as
16 void from the beginning.

17 23. List of Aggrieved Employees. Within twenty (20) calendar days after entry of the Order,
18 Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees
19 ("Aggrieved Employee List"). The Settlement Administrator will keep the Aggrieved Employee List
20 confidential. The Aggrieved Employee List is private employee information and will not be released to
21 Plaintiffs' Counsel. The Aggrieved Employee List will be formatted in Microsoft Office Excel and will
22 include each Aggrieved Employees full name; last-known mailing address and telephone number; Social
23 Security number; the respective number of pay periods and/or employment dates during which each
24 Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to
25 calculate settlement payments.

26 24. Funding of the Settlement. Within twenty (20) calendar days after entry of the Order,
27 Defendant will deposit the Settlement Consideration into the QSF to be established by the Settlement
28 Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement

1 Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce
2 Development Agency; (c) Plaintiffs; (d) Plaintiffs' Counsel; and (e) itself. The Settlement Administrator,
3 and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

4 25. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
5 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
6 explanatory notice in the form attached as Exhibit A. The notice will clearly identify the nature of the
7 Settlement, but it will not provide the Aggrieved Employees with the opportunity to opt out of, or object
8 to, the PAGA payment or release of the PAGA claims. Plaintiffs will vigorously defend against any
9 attempt by any Aggrieved Employee or by any entity or agency to intervene in this matter or object to
10 this settlement, and Defendants will cooperate with Plaintiffs. Plaintiffs will defend against any appeal
11 filed with respect to the Court's Order, and Defendants will cooperate with Plaintiffs. Prior to mailing,
12 the Settlement Administrator will perform a search based on the National Change of Address Database
13 for information to update and correct for any known or identifiable address changes. Any checks
14 returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular
15 First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
16 Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or
17 other search using the name, address or Social Security number of the Aggrieved Employee involved,
18 and will then perform a single re-mailing. Checks will remain negotiable for 120 days. Those funds
19 represented by un-cashed checks which remain outstanding 120 days after the mailing of the Settlement
20 checks by the Settlement Administrator will be tendered to the unclaimed property fund of The State
21 Controller's Office. The Parties agree that the monies paid to the PAGA Penalties Fund will be attributed
22 as 100% penalties, and that individuals in PAGA Settlement Group will be issued an IRS Form 1099.

23 26. Settled Claims & Release. Payment to Aggrieved Employees of their portion of the
24 PAGA Penalties Fund shall be paid to each of them by way of a single check ("PAGA Settlement
25 Check"). The check represents the portion of civil penalties awarded directly under PAGA, and shall be
26 considered 100% penalties. The PAGA Settlement Group will not be required to submit a claim form in
27 order to be issued a check for their share of the PAGA Payment. The PAGA Settlement Group will not
28 have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims.

1 Upon entry of the Order and Judgment approving the Settlement, Plaintiffs, individually and in their
2 capacity as private attorney generals, the LWDA as the real party in interest, and Aggrieved Employees
3 will irrevocably release, acquit, and forever discharge Defendants and the Released Parties (including
4 their past, present and/or future, direct and/or indirect officers, owners, directors, employees, agents) of
5 and from all claims for civil penalties recoverable under the California Private Attorneys General Act,
6 Labor Code section 2698 *et seq.*, that were or reasonably could have been brought in this Action based
7 on the facts alleged in the Third Amended Complaint, including but not limited to claims under Labor
8 Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246(h), 510, 512(a), 558(a), 1174(d), 11821.12,
9 1194, 1197, 1197.1, 1198, 2802, and 2810.5 ("Settled Claims"). Aggrieved Employees, other than
10 Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this
11 Settlement.

12 27. Charges. The Plaintiffs are enjoined from filing any DLSE/DOL claims, or from
13 initiating other proceedings, regarding Settled Claims by this Settlement pending approval of the
14 Settlement Agreement by the approving court. Plaintiffs' Counsel further confirms that it is unaware of
15 any current or anticipated DLSE/DOL claims, or any claims whatsoever, from any Aggrieved
16 Employees.

17 28. No Public Disclosure. Plaintiffs, Defendants, and Plaintiffs' Counsel will not make any
18 public disclosure of the Settlement, except to the extent required by the PAGA statute, including and not
19 limited to Cal. Lab. Code section 2699(l)(1)-(4), but may refer to the settlement in adequacy of counsel
20 declarations/settlement filings in other actions. Plaintiffs, Defendants, and Plaintiffs' Counsel represent
21 that they have not made any such disclosure but for court filings. Notwithstanding the foregoing, the
22 Parties agree that Defendants may make such disclosures that in Defendants' judgment are required in
23 the ordinary course of business. Plaintiffs' Counsel will take all steps necessary to ensure that Plaintiffs
24 are aware of, and will encourage them to adhere to, the restriction against any public disclosure of the
25 Settlement. Plaintiffs' Counsel and Plaintiffs agree not to publicize the terms of this Settlement with the
26 media, including but not limited to, any newspaper, journal, magazine, website and/or on-line reporter of
27 settlements, except as directed by the approving court. Further, Plaintiffs' Counsel agree not to reflect
28 this settlement on any of its websites or in any other place of public disclosure other than documents filed

1 in a court of law.

2 29. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
3 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
4 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
5 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
6 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
7 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8 30. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
9 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
11 action or right herein released and discharged.

12 31. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
13 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
14 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
15 and the Parties will be returned to their original respective positions.

16 32. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
17 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
18 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such matters as may be
19 appropriate under court rules or as set forth in this Settlement.

20 33. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
21 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
22 on the Parties.

23 34. Amendment or Modification. This Settlement Agreement may be amended or modified
24 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
25 Parties.

26 35. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
27 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
28 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant

1 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
2 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
3 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
4 reach agreement on the form or content of any document needed to implement the Settlement, or on any
5 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
6 may seek the assistance of the Court to resolve such disagreement.

7 36. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
8 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9 37. California Law Governs. All terms of this Settlement Agreement will be governed by
10 and interpreted according to the laws of the State of California.

11 38. Execution and Counterparts. This Settlement Agreement is subject only to the execution
12 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
13 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
14 scanned copies of the signature pages, will be deemed to be one and the same instrument.

15 39. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
16 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
17 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
18 they are each represented by competent counsel and that they have had an opportunity to consult with
19 their counsel regarding the fairness and reasonableness of this Settlement.

20 40. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
21 Plaintiffs may appeal any reduction to the Attorneys' Fees and Costs below the amount they request
22 from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

23 41. Invalidity of Any Provision. Before declaring any provision of this Settlement
24 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
25 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
26 valid and enforceable.

27 42. Captions. The captions and section numbers in this Settlement Agreement are inserted
28 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the

1 provisions of this Settlement Agreement.

2 43. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
3 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
4 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

5 44. Enforcement Action. In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
7 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
8 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
9 expert witness fees incurred in connection with any enforcement actions.

10 45. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
11 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
12 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
13 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
14 all Parties have contributed to the preparation of this Settlement Agreement.

15 46. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
17 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
18 in full.

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

22 48. Binding Agreement. The Parties warrant that they understand and have full authority to
23 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
24 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
25 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
26 under federal or state law.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 5/13/2019

DocuSigned by:
Roya Mousseau
26C673B56A80415...
Roya Mousseau

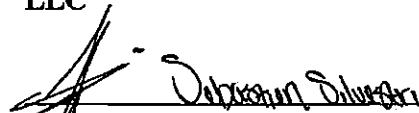
PLAINTIFF

Dated: _____

Mosaic Solomon

DEFENDANTS URGP, LLC, and URGP SFV, LLC

Dated: 5.8.19


Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: _____

Raul Perez
Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

LITTLER MENDELSON, P.C.

Dated: 5/9/19


Janel R. Ablon
Attorneys for Defendants URGP, LLC, and URGP SFV, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

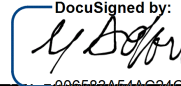
PLAINTIFF

Dated: _____

Roya Mousseau

PLAINTIFF

DocuSigned by:



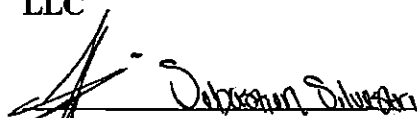
006589A54AC2405...

Mosaic Solomon

Dated: 5/15/2019

DEFENDANTS URGP, LLC, and URGP SFV, LLC

Dated: 5.8.19


Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

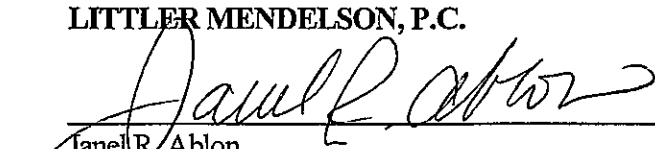
Dated: _____

Raul Perez

Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

LITTLER MENDELSON, P.C.

Dated: 5/9/19


Janel R. Ablon
Attorneys for Defendants URGP, LLC, and URGP SFV, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Roya Mousseau

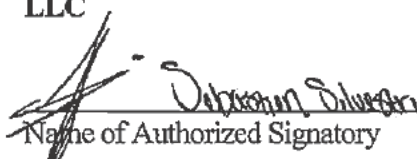
PLAINTIFF

Dated: _____

Mosaic Solomon

DEFENDANTS URGP, LLC, and URGP SFV, LLC

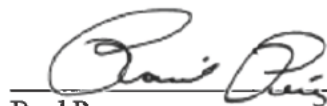
Dated: 5/8/19


Name of Authorized Signatory

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: May 9, 2019



Raul Perez

Attorneys for Plaintiffs Roya Mousseau and Mosaic Solomon

LITTLER MENDELSON, P.C.

Dated: 5/9/19

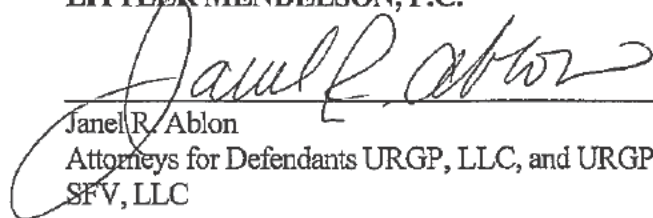

Janel R. Ablon
Attorneys for Defendants URGP, LLC, and URGP SFV, LLC

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment From *Alejandro Valenzuela v. URGP LLC*, No. BC622088 (Los Angeles County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Alejandro Valenzuela v. URGP LLC*, No. BC622088 (Los Angeles County Superior Court) (the "Action").

The Action was filed against Defendants URGP, LLC, and URGP SFV, LLC (collectively, "Defendants") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The Action was brought by former employees of Defendants on behalf of the State of California and all alleged "aggrieved employees" of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendants owed civil penalties under PAGA for alleged violations of California Labor Code. Defendants deny that they did anything unlawful or that they owe any unpaid wages or penalties, and assert that they have fully complied with all applicable wage and hour laws. Nevertheless, to avoid further costs and time in defending the case, Defendants have settled the case, and the Court has approved the settlement and release of claims described below. By settling this case, Defendants are not admitting they have done anything wrong.

The Court has not ruled on the merits of the Action, but it has approved the settlement amount to be paid by Defendants in civil penalties. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to the current and former employees who were allegedly affected by Defendants' wage-hour practices at issue in the case. In agreeing to this settlement, Defendants do not admit that they are liable in any way to its current or former employees for underpaid wages, nor any penalties.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You will not be retaliated against for cashing the check. It is entirely up to you if you cash your check or not. Checks that are not cashed within 120 days of mailing shall escheat to the State Controller's Office, Unclaimed Property Division. Regardless of what you do with this check, by law and Court order, your claims have been released, as set forth below.

This settlement resolves any and all claims for civil penalties recoverable under the California Private Attorneys General Act, Labor Code section 2698 *et seq.*, that were or reasonably could have been brought in this Action based on the facts alleged in the Third Amended Complaint, including but

not limited to claims under Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 246(h), 510, 512(a), 558(a), 1174(d), 11821.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Please Note: One hundred percent (100%) of your individual settlement payment under this settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You will receive appropriate tax forms pertaining to your payment.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. Please do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write the Settlement Administrator using the contact information at the top of this correspondence.

Very Truly Yours,

[Administrator]