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Attorneys for Plaintiffs Jaimee Peters and Sophia Gomez, on behalf of themselves and on behalf of all similarly situated individuals

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAIMEE PETERS, SOPHIA GOMEZ, on
behalf of themselves and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

BASTARDS BAR-B-QUE LLC, a California
limited liability company, and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV37604

*Assigned to the Hon. Maren E. Nelson, Dept.
SS-17*

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF REQUEST FOR
DISMISSAL OF CLASS AND
REPRESENTATIVE ACTION**

[Filed Concurrently: Request for Dismissal]

Complaint Filed: December 1, 2022

1 I, Daniel F. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California and I am a
3 managing shareholder at Gaines & Gaines, APLC, counsel of record for Plaintiffs Jaimee Peters and
4 Sophia Gomez (collectively, "Plaintiffs") in this matter. The matters set forth herein are of my own
5 personal knowledge, and if sworn as a witness, I could and would testify competently thereto.

6 2. On December 1, 2022, Plaintiffs filed the instant Action seeking damages on a
7 classwide and representative basis on behalf of themselves and similarly situated individuals for
8 Defendant Bastards Bar-B-Que LLC's ("Defendant") alleged violations of California Labor Code,
9 Business & Professions Code, codified as § 17200, et seq., and the Private Attorneys General Act of
10 2004 ("PAGA"), codified as § 2698, et seq., by allegedly failing to pay reporting time pay wages,
11 provide meal and rest periods, or compensation in lieu thereof, issue complete and accurate wage
12 statements, and pay all wages due at separation of employment.

13 3. Following conversations with Defendant's counsel, my office has ascertained that
14 Plaintiff's claims are quite individual. Additionally, Defendant is a small restaurant and does not have
15 the financial ability to defend and pay for a Class and PAGA-wide settlement. Furthermore, liability
16 is disputed. This determination is based on information provided by Defendant's counsel through
17 discussions in this matter.

18 4. The Parties have negotiated a settlement of Plaintiffs' individual claims only, and the
19 Class and PAGA claims will be dismissed without prejudice. A true and correct copy of the
20 Confidential Settlement Agreement and Release (the "Settlement") is attached hereto as **Exhibit A**.

21 5. The terms of the Settlement are as follows (*see* Settlement at § D(1.0)(1)-(2)):

- 22 a. Defendant has agreed to pay \$25,000 over five months as consideration for
23 Plaintiffs entering the Settlement, including the release of claims and waiver
24 of rights and dismissal of their individual claims with prejudice.
- 25 b. Of the \$25,000, each Plaintiff is receiving \$7,500 in exchange for a full and
26 general release of all claims against Defendant.
- 27
28

1 c. Of the \$25,000, my office is receiving \$10,000 for our fees and costs incurred
2 in this case. \$2,476.22 of the \$10,000 payment is for reimbursement of the
3 costs my firm has incurred to date.

4 6. The settlement of this Action does not provide for any consideration to any putative
5 class member in the Action nor does it provide for the waiver, settlement, or release of any class
6 claims asserted on behalf of any putative class member in the Action other than Plaintiffs. Further,
7 the settlement does not contemplate the waiver of any claims by anyone other than Plaintiffs and does
8 not provide for the waiver of PAGA claims asserted on behalf of any employee or the State, such that
9 there is no allocation of civil penalties in the Settlement.

10 7. No notice is required to be given to the putative class because no notice of the pending
11 Action was ever given; there has been no publicity of which the Parties are aware; neither Plaintiffs
12 nor my office have communicated with any absent class members about the Action; there is no other
13 pending action, of which the Parties are aware, brought by a member of the putative class or including
14 an overlapping putative class; and the putative class is not reasonably ascertainable at the present
15 time; consequently, no absent putative class member will suffer prejudice as a result of this dismissal.

16 8. Plaintiffs, therefore, request that the Court enter a dismissal of this action *with*
17 *prejudice* as to Plaintiffs' individual claims and dismissal *without prejudice* of the class and
18 representative action claims, pursuant to the request submitted concurrently herewith.

19 9. Concurrent with the filing of this declaration and the request for dismissal, my office
20 has submitted the Settlement to the LWDA in compliance with Labor Code section 2699(1)(2). A true
21 and correct copy of the submission confirmation email is attached hereto as **Exhibit B**.

22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct and was executed on June 7, 2024 at Westlake Village, California.

24
25 
26 DANIEL F. GAINES
27
28

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release of All Claims ("Agreement") is made and entered into this 21st day of February 2024 by and between JAIMEE PETERS (hereinafter "JAIMEE") and SOPHIA GOMEZ (hereinafter "SOPHIA") ("Plaintiffs"), on the one hand, and BASTARDS BAR-B-QUE LLC, a California limited liability company ("Defendant"), on the other. Also, Plaintiffs and Defendant may be collectively referred to as "the Parties" or individually as a "Party".

RECITALS

A. THE MATTER

Plaintiffs filed a civil complaint in Los Angeles County Superior Court, alleging various individual, class and Private Attorneys General Act claims in relation to their employment with Defendant. Specifically, Plaintiffs alleged the following:

Plaintiffs Complaint filed on or about December 01, 2022, alleges claims for: (1) Failure to Pay Reporting Time Pay (Labor Code 510 and 1194; IWC Wage Order 4-2001); (2) Failure to Provide Rest Periods or Proper Compensation in Lieu thereof (Labor code 226.7; IWC Wage Order 4-2001); (3) Failure to Provide Meal Periods or Proper Compensation in Lieu thereof (labor code 226.7, 510, 521, and 1194 and IWC Wage Order 4-2001); (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Labor Code 226(a), (e)); (5) Failure to Timely Pay Wages due at Separation of employment (Labor Code 201-203); (6) Unfair Competition Pursuant to business & Professions Code 17200 Et Seq. ; (7) Penalties Pursuant to Labor Code 2699(f) for violations of Labor Code 201, 202, 226(a), 226.7, 510, 512, and 1194 and Pursuant to Labor Code 2699(a) for violations of Labor Code §§ 226.3 and 558.

Plaintiffs' civil lawsuit, as referenced above and by case number 22STCV37604, including all causes of action and factual allegations asserted in the complaint, is referred to as the "Action." The Court has not granted class certification.

B. DENIAL OF LIABILITY

Defendant denies the allegations of Plaintiffs and any liability and damages in the Action. Nevertheless, the Parties desire to avoid the potential for future litigation and settle all differences now existing between them related to Plaintiffs' employment with Defendant or this Matter (the "Matter").

C. INDIVIDUAL CLAIMS SETTLED; CLASS LACKS SUITABLE REPRESENTATIVE

Plaintiffs have agreed to release their individual claims alleged in this action with prejudice and dismiss the class action and PAGA claims without prejudice to the putative class and State of California. Plaintiffs did not employ a class action for an improper purpose, yet Plaintiffs agree there is a lack of a suitable representative for the class; plaintiffs are unfit per se to continue to represent the class; common issues do not predominate; Plaintiffs have a conflict of interest with the unknown class and will be incapable of devoting enough effort to the putative class. Plaintiffs agree to sign declarations in support of a request of dismissal of the Action as provided herein.

D. SETTLEMENT

The Parties, through their counsel, have engaged in good faith settlement discussions and agreed that, in exchange for payment of Twenty-Five Thousand Dollars [\$25,000.00] (the “Settlement Sum”), the Parties shall execute full releases of all claims arising from Plaintiffs’ employment claims and the allegations in the Matter. **The terms and conditions of the settlement are set forth below in this Agreement.**

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the terms and conditions of this Agreement as set forth below, the adequacy of which is hereby acknowledged, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, and in order to fully settle all claims between the Parties, it is agreed as follows:

1.0 SETTLEMENT PAYMENT AND CONSIDERATION

1. The Settlement Sum is Twenty-Five Thousand Dollars (\$25,000.00) and represents the settlement of disputed claims and is being provided by Defendant as consideration for Plaintiffs entering into this Agreement, including the release of claims and waiver of rights provided for below, and dismissal of the individual claims with prejudice.

2. The Settlement Sum payment shall be reportable on IRS Form 1099 by BASTARDS BAR-B-QUE LLC. The Settlement Sum shall be paid on behalf of Defendant, on the schedule provided below, after the full execution of this Agreement (hereinafter “Effective Date”), in the form of certified checks, payable as follows: \$7,500 as wages payable to JAIMEE PETERS; \$7,500 as wages payable to SOPHIA GOMEZ; and \$10,000 allocated as attorney’s fees payable to Gaines & Gaines, APLC.

- a. Defendant shall issue the Settlement Sum in the form of multiple payments (each, a “monthly payment”), as follows:
 - I. On or before the 30th day following the Effective Date, Defendant will pay Seven Thousand Five Hundred Dollars (\$7,500): half is payable to JAIMEE PETERS; half payable to SOPHIA GOMEZ;

- II. On or before the 45th day following the Effective Date, Defendant will pay Seven Thousand Five Hundred Dollars (\$7,500): half is payable to SOPHIA GOMEZ; half payable to JAIMEE PETERS;
- III. On or before the 60th day following the Effective Date, Defendant will pay Two Thousand Dollars (\$2,000) to GAINES & GAINES, APLC.
- IV. On or before the 90th day following the Effective Date, Defendant will pay Two Thousand Dollars (\$2,000) to GAINES & GAINES, APLC;
- V. On or before the 120th day following the Effective Date, Defendant will pay Two Thousand Dollars (\$2,000) to GAINES & GAINES, APLC;
- VI. On or before the 120th day following the Effective Date, Defendant will pay Two Thousand Dollars (\$2,000) to GAINES & GAINES, APLC; and
- VII. On or before the 150th day following the Effective Date, Defendant will pay Two Thousand Dollars (\$2,000) to GAINES & GAINES, APLC Client Trust Account as the final payment toward the Settlement Sum.

Settlement checks shall be mailed to:
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362

Bank or wire information shall be provided to Defense counsel upon request.

1.2 Plaintiffs acknowledge and agree Defendant has made no representations regarding the tax consequences of the moneys received by them pursuant to this Agreement. Plaintiffs agree to pay federal and state taxes, if any, which are required by law to be paid with respect to this settlement. Plaintiffs further agree to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise. At no time shall Plaintiffs be responsible for Defendant's portion of payroll taxes that may be incurred by Defendant.

1.3 Court Enforcement of Settlement Upon Default per Code of Civil Procedure section 664.6.

If Defendant fail to make, by the established and agreed-upon due date, any of the above monthly payments in a timely manner, Plaintiffs (or their counsel) shall provide notice in writing of the failure to make such payment to counsel for Defendant, via email, to Juan Dotson at juan@osunadotsonlaw.com, and Karina Perez at karina@osunadotsonlaw.com. Defendant will have ten (10) days from the date of the notice to timely cure and make the payment. If Defendant fail to make the payment within the ten-day cure period, Defendant shall be in default of this Agreement ("Default"). Upon Default, all unmade payments and remaining payments, as well as all other payments owed by Defendant, due under the Agreement will be accelerated and become due and owing immediately. Plaintiff may make a motion or ex parte application to

enforce this Agreement pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law, and the Court shall retain jurisdiction to enforce this Agreement. An uncured default shall entitle Plaintiffs to their reasonable attorneys' fees and costs in connection with the enforcement of this Agreement, the Default, and/or judgment entered thereon. The date of Default, the amount of any payments made by Defendant prior to the Default, and the reasonable attorneys' fees and costs incurred by Plaintiffs may be established by a declaration filed by Plaintiffs or their counsel. Except for defenses based on actual payment or timeliness of payment, Defendant expressly waives any and all defenses, objections, and/or challenges to the judgment entered consistent herewith, and waives the right to appeal the judgment.

2.0 DISMISSAL OF MATTER

The Parties mutually agree to take all actions necessary to dismiss the Action within ten (10) court days after Plaintiffs' counsel's receipt of \$15,000 toward the Settlement Sum, including, but not limited to, executing and filing a Request for Dismissal of Plaintiffs with Prejudice of all individual claims alleged in the Action and without Prejudice as to all class and PAGA claims alleged in the Action. Plaintiffs will sign declarations in support of a request of dismissal of the Class and PAGA claims. Prior to that time, and within seven (7) calendar days of full execution of this Agreement, counsel for Plaintiffs shall also prepare and file a notice of settlement of entire action with the Los Angeles Superior Court so as to vacate all upcoming and outstanding dates. If the Court requires a motion to dismiss the Class and PAGA Claims, Defendant shall prepare and file the motion with the cooperation of Plaintiffs. The Parties shall submit this Settlement Agreement to the Court and the Labor and Workforce Development Agency ("LWDA") in connection with the dismissal of the Action.

3.0 MUTUAL RELEASE OF ALL CLAIMS

3.1 In consideration of the payments set forth in Section 1.0 above, and to the fullest extent permitted by law, Plaintiffs individually and on behalf of their successors, assigns, heirs, estates, executors, administrators, agents, representatives, and attorneys, and each of them, voluntarily, irrevocably, and unconditionally release, acquit, and forever discharge Defendant and any of its present and former parents, subsidiaries, affiliates, officers, directors, trustees, shareholders, employees, former employees, agents, representatives, attorneys, and insurers, reinsurers, and/or any of their predecessors, including Defendant's successors and assigns (collectively referred to as the "Releasees"), and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, Matter, causes of the Matter, Action, causes of the Action damages, judgments, obligations, liabilities, and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, which Plaintiffs now have, own, hold, or claim to have, own, or hold, or may have had, owned, or held, or may claim to have, own, or hold against Matter, Releasees, or any of them, regarding events that have occurred in connection with or related to Plaintiffs' employment claims with Matter, causes of Matter or any acts of Matter, causes of Matter, including, without limitation, any and all claims that have or could have been asserted in the Matter, any and all claims that in any way relate to the facts and

circumstances alleged in the Matter, or any claims under the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, the California Government Code, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, any amendments to any of these statutes, and any claims pursuant to Federal, state, or local statute, ordinance, regulation, or common law.

3.2 Plaintiffs understand and acknowledge that Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the Family and Medical Leave Act of 1993, the Fair Labor Standards Act, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, the California Fair Employment and Housing Act, the California Family Rights Act and the California Labor Code, any amendments to any of these statutes, and common law, provide the right to an individual to bring charges, claims, or complaints against their employer or their former employer if the individual believes he/she has been discriminated against or harassed; additionally, California Labor Code section 2698, et. seq, authorizes “aggrieved employees” to bring civil lawsuits on behalf of themselves, other aggrieved employees, and the State of California, to collect civil penalties that otherwise would have been assessed and collected by the LWDA. Plaintiffs, with full understanding of the rights afforded them under these laws, and to the fullest extent permitted by law, agree that they shall not file against Releasees any charge, complaint, or Matter based on any alleged violation(s) of any of these acts, statutes, or the common law regarding events that have occurred in connection with or related to Plaintiffs’ employment claims with Defendant or any acts of Releasees, including, without limitation, any and all claims that have or could have been asserted in the Matter, or any claims that in any way relate to the facts and circumstances alleged in the Matter. Plaintiffs hereby waive any right to assert a claim for any relief available under these laws (including, but not limited to, back pay, attorneys’ fees, damages, lost benefits, reinstatement and/or other injunctive relief) that they might otherwise recover based upon any alleged violation(s) of these acts, statutes, or the common law regarding events that have occurred in connection with or related to Plaintiffs’ employment claims, or the cessation of their employment, with Defendant or any acts of Releasees, including, without limitation, any and all claims that have or could have been asserted in the Matter, or any claims that in any way relate to the facts alleged in the Matter.

3.3 Defendant reciprocally releases, acquit and forever discharge Plaintiffs from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, Matter, causes of Matter, damages, judgments, obligations, liabilities, and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys’ fees and costs, which Defendant now have, own, hold or claim to have, own or hold, or may have owned or held against Plaintiffs regarding events that have occurred in connection with or related to Plaintiffs’ employment with Defendant, including, without limitation, any and all claims that have or could have been asserted against Plaintiff, or any claims that in any way relate to the facts alleged by Plaintiff.

3.4 The Parties acknowledge, understand and agree this Agreement is binding notwithstanding any facts of which any Party may later become aware, any change in the law that might have affected that Party's decision to enter into this Agreement or any discovery that the facts or the law relative to the matters released herein are different from what were understood at the time of signing this Agreement. The Parties expressly waive and relinquish all rights, benefits and reservations conferred 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.

3.5 The Parties agree and acknowledge the terms of settlement herein stated constitute a complete compromise of matters involving disputed issues of law and fact. The Parties expressly and voluntarily assume the risk that the facts or law may be other than they presently believe. It is understood and agreed by the Parties that the settlement is a compromise of doubtful and disputed claims, and that no portion of the terms of the settlement shall be construed as an admission of liability by a Party hereto.

3.6 Plaintiffs are also not waiving any right which cannot be waived as a matter of law, including but not limited to any claims for workers' compensation, and claims for unemployment insurance or state disability insurance benefits.

4.0 CONFIDENTIALITY AND NON-DISCLOSURE

4.1 Plaintiffs and Defendant hereby mutually agree they will not, without compulsion of legal process, disclose to any third party any of the terms of this Agreement, including the amounts or Settlement Sum referred to herein, except that they may disclose such information to their respective spouses, attorneys, accountants, or other professional advisors to whom disclosure is necessary to effect the purposes for which they consulted such professional advisor(s), and except as set forth in paragraph 2.0 above. Plaintiffs agree that Defendant may need to make certain disclosures regarding the fact of settlement and the Settlement Sum for purposes of conducting routine business, including disclosures to accountants, and/or other professional advisors. Plaintiffs and Defendant agree that in connection with any disclosure permitted hereunder, they shall cause such third party to whom disclosure has been made to agree to comply with this covenant of confidentiality and non-disclosure, and in the event such third party breaches this covenant of confidentiality and non-disclosure, such breach shall be deemed to have been committed by the disclosing party. Plaintiffs and Defendant hereby understand that nothing contained herein shall preclude them from acknowledging that the dispute has been resolved.

4.2 Plaintiffs and Defendant agree that any breach of Section 4.0 shall be considered a material breach of this Agreement, and Plaintiffs and Defendant acknowledge that they deem

confidentiality as a material condition of this Agreement, absent which they would not have agreed to the terms set forth herein. Nothing in this Section or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies Plaintiffs and Defendant may have by virtue of this Agreement or otherwise, including the provisions contained in this Agreement relating to injunctive relief and attorneys' fees and costs.

4.3 Plaintiffs and Defendant agree a breach of this confidentiality Section would constitute an irreparable harm to the other party and that in the event of any breach of this Section, either party may obtain an injunction prohibiting future breaches. The availability of injunctive relief is in addition to other remedies available under this Agreement, including Plaintiffs and Defendant' right to damages and any reasonable attorneys' fees and costs available under this Agreement for enforcing this provision.

5.0 REFERENCES

As further consideration, and consistent with Defendant' practice, in the event any inquiries are made of Defendant regarding the employment of Plaintiffs, Defendant will provide only a verification of Plaintiffs' employment, the dates of their employment (i.e., dates of services) and the title of the position(s) held by Plaintiffs.

6.0 NON-DISPARAGEMENT, NO RE-EMPLOYMENT AGREEMENT, NO CONTACT WITH EMPLOYEES THROUGH THEIR WORK DEVICES

Plaintiffs agree they shall will not defame or disparage Defendant or any of its affiliates, related entities, or any past or present officers, directors or employees and will not say or do anything that damages or impairs in any way the business organization, goodwill, and reputation of Defendant or any of its affiliates or related entities.

Defendant reciprocally agrees it will not defame or disparage Plaintiffs and will not say or do anything that damages or impairs in any way the goodwill and reputation of Plaintiffs.

Plaintiffs further agrees that they will not re-apply, seek or accept future employment, or seek to perform any work for Defendant.

Plaintiffs agree that they have no legitimate reason to contact Defendant or its employees through their work communication devices, such as Defendant's mobile phones or work emails. Plaintiffs shall not initiate any communication to Defendant or its employees through company owned telephones, phone numbers, or email addresses. There is no restriction of Plaintiffs contacting Defendant's employees through their respective personal communication devices.

Any party in breach of this provision shall be liable for \$2,000 in liquidated damages to be paid to the other party, as a non-exclusive remedy.

7.0 GOVERNING LAW

The Parties understand and agree the laws of the State of California govern the terms and enforceability of this Agreement.

8.0 LIENS AGAINST SETTLEMENT SUM

Plaintiffs represent that each shall indemnify and hold Defendant harmless for any and all liens enforceable against the proceeds of the Settlement Sum and settlement payments identified in Section 1.0 to this Agreement, or the persons, firms, or corporations making the payment herein. If such a lien or reimbursement right is asserted against the proceeds herein or against Defendant or any person, firm, corporation making payment herein, then, in consideration of the payment made to Plaintiffs, Plaintiffs agree to indemnify Defendant and/or its insurers against lien claims by any and all lienholders. Plaintiffs agree to pay and satisfy such asserted lien or reimbursement right, or to satisfy the same on a compromise basis.

9.0 ATTORNEYS' FEES

Notwithstanding the allocation for payment of attorney's fees toward the Settlement Sum, the Parties to this Agreement shall bear their own attorneys' fees and costs arising from the Matter of their own counsel in connection with this Agreement, the matters and documents referred to herein, including the Matter, and all related matters. In the event that any Party shall institute any Matter or proceeding against another Party to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover its/her expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled. Specifically, this Agreement is enforceable under California Code of Civil Procedure section 664.6, and therefore the prevailing party in any enforcement proceeding with respect to this Agreement is entitled to its reasonable attorneys' fees and costs incurred to enforce this Agreement. The Parties agree that the Los Angeles Superior Court shall retain jurisdiction over this matter in order to enforce the terms and conditions of this Agreement pursuant to California Code of Civil Procedure section 664.6.

10.0 VOLUNTARY AND INFORMED EXECUTION

The Parties represent they have relied upon the advice of their respective attorneys, who is the attorney of their own choice, concerning of the advisability of executing this Agreement, that the terms of this Agreement have been completely explained to them by their attorney, and that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

11.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Parties represent and warrant: (i) no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of Matter referred to in this Agreement, except as otherwise set forth herein; (ii) the Parties have the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (iii) Plaintiffs have not sold,

assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of Matter referred to in this Agreement to any other person or entity.

12.0 ENTIRE AGREEMENT

The Parties understand and agree this Agreement constitutes the entire agreement between the Parties concerning the scope of the settlement of the Matter and the related releases of claims and that this Agreement supersedes any and all prior oral or written agreements and understandings on such issues. No warranty representation, condition, understanding, or agreement of any kind with respect to the subject hereof shall be relied upon by the Parties unless incorporated herein. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to, and may be used as the basis for an injunction against any Matter, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of the provisions contained herein.

13.0 COVENANT NOT TO SUE

The Parties agree they will not, at any time hereafter, commence, maintain, or prosecute any Matter at law or otherwise, or assert any claim against Plaintiffs and the Releasees and/or execute or enforce any judgment against Plaintiffs and the Releasees for damages or losses of any kind or amount arising directly or indirectly from events that have occurred in connection with or related to Plaintiffs' employment with Defendant, or any acts of the Releasees, including, without limitation, any and all claims that have or could have been asserted in the Matter, any claims which in any way relate to the facts alleged in the Matter, or any claims that could have been brought under the acts, statutes, or common law referenced in Section 3.0. Enforcing this Agreement pursuant to the provisions of this agreement is the sole exception to covenant not to sue.

14.0 NO ADMISSION

The Parties understand and agree nothing in this Agreement is intended, or should be construed as an admission of any liability, misconduct, or wrongdoing by Defendant or by any current or former employee of Defendant or as an admission of any violation of the rights of Plaintiffs or any other person. The Parties understand and agree nothing in this Agreement is intended or should be construed as an admission by either Party regarding the validity or value of Plaintiffs' claims.

15.0 SCOPE OF AGREEMENT

The Parties understand and agree this Agreement shall bind them and their successors, assigns, heirs, estates, executors, administrators, agents, and representatives and attorneys, and inures to the benefit of the respective Releasees.

16.0 INTERPRETATION OF THE AGREEMENT

16.1 Whenever the context requires, any gender includes all others, and the singular number includes the plural, and vice-versa.

16.2 Any captions in this Agreement are inserted for convenience of reference and do not define, describe, or limit the scope or intent of this Agreement or any of its terms.

16.3 No inference, assumption, or presumption shall be drawn from the fact that a Party or their attorney prepared and/or drafted this Agreement.

16.4 Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining parts, terms, or provisions, shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not part of this Agreement.

17.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be comprised of original signatures, or copies or facsimiles or electronic (i.e.; DocuSign) thereof, but all of which shall take together constitute the same agreement, and in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart.

BY SIGNING BELOW, THE PARTIES WARRANT AND AGREE THAT THEY FULLY UNDERSTAND THE CONTENTS AND EFFECT OF THIS AGREEMENT, APPROVE OF AND VOLUNTARILY ACCEPT THE TERMS AND PROVISIONS OF THIS AGREEMENT, AND EXECUTE THIS AGREEMENT OF THEIR OWN FREE WILL AND ACCORD.

Dated: February 2024

Defendant: Bastards Bar-B-Que LLC
By: Nick Velez

Dated: 02 / 22 / 2024
February 2024



Plaintiff: JAIMEE PETERS, as an individual

Dated: February 2024

Plaintiff: SOPHIA GOMEZ, as an individual

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03/15/2024

Dated: February 2024

Signature: 

Defendant: Bastards Bar-B-Que LLC
Email: nick@bastardscanteen.com
By: Nick Velez

Dated: February 2024

Plaintiff: JAIMEE PETERS, as an individual

Dated: 02/22/2024
February 2024

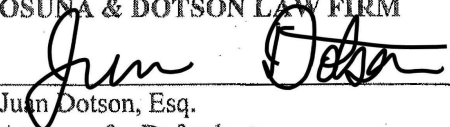


Plaintiff: SOPHIA GOMEZ, as an individual

APPROVED AS TO FORM AND CONTENT

Dated: February 2024

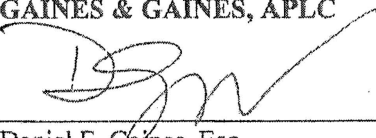
OSUNA & DOTSON LAW FIRM



Juan Dotson, Esq.
Attorney for Defendant

Dated: February 22, 2024

GAINES & GAINES, APLC



Daniel F. Gaines, Esq.
Attorney for Plaintiffs

EXHIBIT B

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On June 7, 2024, I served the foregoing document described as **DECLARATION OF DANIEL F. GAINES**
6 **IN SUPPORT OF REQUEST FOR DISMISSAL OF CLASS AND REPRESENTATIVE ACTION** on the interested
7 parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

8 **Juan F. Dotson, Esq.**
9 **juan@osunadotsonlaw.com**
10 **OSUNA & DOTSON LAW FIRM**
11 **13624 San Antonio Drive**
12 **Norwalk, CA 90650**
13 **Cc: attorney@osunadotsonlaw.com**
14 **karina@osunadotsonlaw.com**

15 _____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
16 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
17 and processing correspondence for mailing. It is deposited with United States postal service on that same
18 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
19 invalid if postal cancellation date or postage meter date is more than one day after date of deposit for
20 mailing in affidavit.

21 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
22 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
23 authorized carrier or driver authorized by the express carrier to receive documents.

24 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
25 transmission of CASEANYWHERE on the counsel of record listed above..

26 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
27 & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov)
28 in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 7, 2024, at Westlake Village, California.

23 
24 AMELIA BOOTH