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8 *on behalf of himself and similarly situated employees.*

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13 Attorneys for Defendants
14 MARIO ORTIZ and JMR CONCESSIONS, INC.

15 **SUPERIOR COURT OF CALIFORNIA**
16 **FOR THE COUNTY OF ALAMEDA**

18 GUTHRIE SIEGMAN, individually,
19 and as an aggrieved employee pursuant to
the Private Attorneys General Act (PAGA),

20 Plaintiff,

21 vs.

22 MARIO ORTIZ; JMR CONCESSIONS,
23 INC.; and Does 1 through 20, inclusive,

24 Defendants.

Case No. 23-CV-030280

**JOINT STIPULATION OF PAGA
SETTLEMENT**

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of the
2 Court pursuant to the California Rules of Court, that the Settlement of all claims in this Action, other
3 than the individual claims of Guthrie Siegman, shall be effectuated upon and subject to the following
4 terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or
5 as defined elsewhere in this Joint Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiff Guthrie Siegman (“Plaintiffs”) and the
7 PAGA Group Members, on the one hand, and Defendants Mario Ortiz and JMR Concessions Inc.
8 (“Defendants”), on the other hand. Plaintiffs and Defendants collectively are referred to in this
9 Agreement as “the Parties.”

10 The Parties agree that all claims in this Action, other than the individual claims of Guthrie
11 Siegman, shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants
12 to pay the settlement amount of Two Hundred Thirty-Five Thousand Dollars (\$235,000.00) as
13 provided below (“PAGA Gross Settlement Amount”) pursuant to the terms and conditions of this
14 Agreement and for the consideration set forth herein, including but not limited to, a release of all
15 PAGA claims by Plaintiff and the PAGA Group Members as set forth herein. Plaintiff, Guthrie
16 Siegman, and Defendants have also separately and confidentially resolved Plaintiff’s individual claims
17 in a separate settlement agreement (the “Individual Settlement Agreement”).

18 **ARTICLE I**

19 **DEFINITIONS**

20 Unless otherwise defined herein, the following terms used in this Agreement shall have the
21 meanings ascribed to them as set forth below:

22 a. “Action” means *GUTHRIE SIEGMAN, individually, and as an aggrieved employee*
23 *pursuant to the Private Attorneys General Act (PAGA), Plaintiff, vs. MARIO ORTIZ, JMR*
24 *CONCESSIONS, INC., and Does 1 through 20, inclusive, Defendants, Case No. 23-CV-030280,*
25 *commenced on March 30, 2023, in the Superior Court of the State of California for the County of*
26 *Alameda.*

1 b. “Agreement” means this Joint Stipulation of PAGA Settlement, including the attached
2 Exhibit(s).

3 c. “Court” means the California Superior Court for the County of Alameda.

4 d. “Date of Finality” means the day the Court issues the Order approving the PAGA
5 settlement.

6 e. “Defendants” means Defendants Mario Ortiz and JMR Concessions Inc.

7 f. “Defense Counsel” means counsel for Defendants:

8
9 DUANE MORRIS LLP
10 James S. Brown
11 Brittany Wunderlich
12 One Market Plaza, Suite 2200
13 San Francisco, CA 94105-1127
14 (415) 957-3000
15 (415) 957-3001 (fax)

16 g. “Disposition” means the method by which the Court approves the terms of the
17 Settlement and retains jurisdiction over its enforcement, implementation, construction, administration,
18 and interpretation.

19 h. “Final Order Approving Settlement” or “Final Order” means a final formal court order
20 signed by the Court approving this Agreement.

21 i. “Incentive Award” means a monetary amount of up to Five Thousand Dollars
22 (\$5,000.00) for the Plaintiff, subject to Court approval, in recognition of his effort and work in
23 prosecuting the Action on behalf of the PAGA Group Members, and for their general release of claims.

24 j. “Individual Settlement Payment(s)” means each PAGA Group Member’s respective
25 share of the PNSA. Individual Settlement Payments will be determined by the calculations provided
26 in this Agreement.

27 k. “LWDA” means The State of California Labor and Workforce Development Agency.

28 l. “LWDA Payment” means 75% of the PNSA which, subject to Court approval, will be
paid to the LWDA, as provided for below.

1 m. "Motion for Approval" means Plaintiffs' submission of a written motion, including any
2 evidence as may be required for the Court, to grant approval of the Settlement.

3 n. "Notice" means the Notice attached hereto as **Exhibit A**, subject to Court approval.

4 o. "Payment Date" shall mean the later of (i) sixty days after the Date of Finality, or (ii)
5 September 15, 2024.

6 p. "Plaintiff" means Guthrie Siegman; "Plaintiffs" means Guthrie Siegman and the
7 PAGA Group Members.

8 q. "Plaintiffs' Counsel" means:
9 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
10 Timothy B. Del Castillo
11 2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Telephone: (916) 245-0122

12 r. "PAGA" means the California Private Attorneys General Act of 2004, which is
13 codified in California Labor Code §§ 2698 *et seq.*

14 s. "PAGA Attorney's Fees" means one-third (33.3333%) of the PAGA Gross Settlement
15 Amount, subject to Court approval.

16 t. "PAGA Gross Settlement Amount" or "PGSA" means TWO HUNDRED THIRTY-
17 FIVE THOUSAND DOLLARS (\$235,000.00) to be paid by Defendants as provided by this
18 Agreement to settle all claims alleged, or that reasonably could have been alleged, based on the facts
19 in this Action and Plaintiff's LWDA notice, other than the individual claims of Guthrie Siegman
20 (which have been resolved in a separate and confidential settlement agreement). All payments to the
21 PAGA Group Members, the Incentive Award paid to Plaintiff Guthrie Siegman, the LWDA Payment,
22 all Settlement Administration Costs, and all of Plaintiffs' Attorney's Fees and costs, shall be paid out
23 of the PAGA Gross Settlement Amount. No part of the PAGA Gross Settlement Amount shall revert
24 to Defendants.

25 u. "PAGA Net Settlement Amount" or "PNSA" means the PGSA, less the PAGA
26 Attorneys' Fees, Plaintiff's Counsel's costs in this Action, the Incentive Award, and Settlement
27 Administration Costs.

1 v. "PAGA Group Members" means all individuals, other than family members of
2 Defendants, who performed concessions work for Defendants in Alameda or Santa Clara Counties at
3 any time during the PAGA Period.

4 w. "PAGA List" means a list, compiled by Defendants using best efforts, of the names,
5 Social Security numbers, and last known addresses, telephone numbers and email addresses of the
6 PAGA Group Members.

7 x. "PAGA Period" means from January 19, 2022 through June 15, 2023.

8 y. "Qualified Settlement Fund" or "QSF" means a fund within the meaning of Treasury
9 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator
10 for the benefit of PAGA Group Members.

11 z. "Qualifying Pay Periods" means the number of pay periods that PAGA Group
12 Members worked for Defendants during the PAGA Period, compiled by Defendants using best efforts.

13 aa. "Released Parties" means Defendants and any parent, subsidiary, related or affiliated
14 entities, predecessors, successors, or assigns of Defendants, and each of their past and present
15 directors, officers, board members, trustees, fiduciaries, administrators, parties-in-interest of benefit
16 plans, shareholders, owners (including Renee Ortiz and Jesus Ortiz), members, partners, managers,
17 supervisors, agents, attorneys, contractors, insurers, re-insurers, and employees, individually and/or
18 as representatives of Defendants, all of their respective predecessors, successors, and assigns, and all
19 of the Ortiz family members who participated in operating JMR Concessions, Inc., including Renee
20 Ortiz, Jesus Ortiz, Linda Ortiz, Priscilla (Ortiz) Bermudes, and Adam Ortiz.

21 bb. "Settlement Administration Costs" means all costs incurred by the Settlement
22 Administrator in administration of the Settlement, including, but not limited to, calculation of
23 Individual Settlement Payments to the PAGA Group Members, generation of Individual Settlement
24 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
25 of checks to Plaintiffs' Counsel for attorneys' fees and costs, to Plaintiff for Plaintiff's Incentive
26 Award, and to the LWDA. The Settlement Administration Costs shall be paid from the PAGA Gross
27 Settlement Amount.

1 cc. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed
2 will be responsible for the administration of the settlement under this Agreement.

3 ARTICLE II

4 Section 2.01: Contingent Nature of the Agreement

5 The Parties enter into this Agreement on a conditional basis. This Agreement is contingent
6 upon the approval and certification by the Court. If the Date of Finality does not occur, or if Disposition
7 of this Action is not effectuated, Plaintiffs, Defendants, and the PAGA Group Members will be
8 returned to their positions with respect to the Action as if the Agreement and the Individual Settlement
9 Agreement had not been entered into. If the Date of Finality does not occur, this Agreement and
10 Individual Settlement Agreement shall be deemed null and void, shall be of no force or effect
11 whatsoever, and shall not be referred to or used for any purpose whatsoever.

12 The Parties and their respective counsel shall take all steps that may be requested by the Court
13 relating to the approval and implementation of this Agreement and shall otherwise use their respective
14 best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the
15 Motion for Approval, the Parties agree to meet and confer to address the Court's concerns. If the
16 Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator
17 Thomas Duckworth to resolve the dispute.

18 ARTICLE III

19 PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

20 The procedure for obtaining Court approval of and implementing this Agreement shall be as
21 follows:

22 Section 3.01: Motion for Approval

23 Plaintiffs will bring a motion before the Court for an order approving this Agreement. The date
24 that the Court grants approval of this Agreement will be the "Approval Date."

25 Section 3.02: The Settlement Administrator

26 The Parties have chosen the Settlement Administrator to administer this Settlement, including
27 but not limited to establishing and maintaining the QSF, ascertaining contact information for the
28

1 PAGA Group Members, calculating the PAGA Net Settlement Amount and the Individual Settlement
2 Payments (including to the *cypres*), issuing the Individual Settlement Payment checks and distributing
3 them to PAGA Group Members, and issuing the payment of the PAGA Attorney's Fees and costs, the
4 Incentive Award check to Plaintiff, and the LWDA Payment. The Settlement Administrator shall
5 expressly agree to all of the terms and conditions of this Agreement.

6 All Settlement Administration Costs shall be paid to the Settlement Administrator from the
7 PAGA Gross Settlement Amount.

8 **Section 3.03: Gathering PAGA Group Member Contact Information**

9 Within ten (10) business days after the Approval Date, Defendants will provide the Settlement
10 Administrator with the PAGA List in electronic format based on its business records.

11 Within twenty (20) business days of receiving the PAGA List from Defendants, the Settlement
12 Administrator will make all reasonable efforts to contact telephonically all PAGA Group Members
13 for whom no mailing address is known, in order to attempt to gather mailing addresses for all PAGA
14 Group Members.

15 **Section 3.04: Settlement Payment Procedures**

16 **a. The PAGA Gross Settlement Amount**

17 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
18 PAGA Gross Settlement Amount in the amount of Two Hundred Thirty-Five Thousand Dollars
19 (\$235,000.00). The PAGA Gross Settlement Amount includes all Individual Settlement Payments to
20 PAGA Group Members (including to the *cypres* described below), all Settlement Administration
21 Costs, the PAGA Attorney's Fees and costs, the LWDA Payment, and the Incentive Payment.

22 **b. Timing of the Payment of the PAGA Gross Settlement Amount and its**
23 **Distribution**

24 On or before the Payment Date as defined above, Defendants shall transfer the PAGA Gross
25 Settlement Amount, as set forth herein, into a QSF established by the Settlement Administrator either
26 directly or by sending the funds to the Settlement Administer to be deposited and distributed.
27

1 Within ten (10) business days after receiving Defendants' payment funding the PAGA Gross
2 Settlement Amount in full, the Settlement Administrator will distribute from the QSF the Individual
3 Settlement Payments to PAGA Group Members (including to the *cy pres* described below), the PAGA
4 Attorney's Fees and costs, the LWDA Payment, and the Incentive Award.

5 **c. Payment of PAGA Attorneys' Fees and Costs**

6 Plaintiffs' Counsel shall submit an application for an award of the PAGA Attorney's Fees of
7 one-third of the PAGA Gross Settlement Amount, which, based on the current PAGA Gross
8 Settlement Amount, is Seventy-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-
9 Three Cents (\$78,333.33). Plaintiffs' Counsel shall submit an application for an award of costs not to
10 exceed Fifteen Thousand Dollars (\$15,000.00). Defendants shall not object to or oppose any such
11 application in these amounts. Plaintiffs' Counsel shall serve Defendants with copies of all documents
12 submitted in support of their application for an award of attorneys' fees and costs.

13 Any PAGA Attorney's Fees and costs awarded to Plaintiffs' Counsel by the Court shall be
14 paid from the PAGA Gross Settlement Amount and shall not constitute payment to any PAGA Group
15 Members. The PAGA Attorneys' Fees and costs for Plaintiffs' Counsel approved by the Court shall
16 encompass all work performed, costs, and expenses related to the investigation, prosecution, and
17 settlement of the PAGA claims in this Action incurred through the Date of Finality. To the extent that
18 the Court approves less than the amount of PAGA Attorneys' Fees and costs Plaintiffs' Counsel
19 requests, the difference between the requested and awarded amounts will be reallocated to the PAGA
20 Net Settlement Amount.

21 **d. Payment of Settlement Administration Costs**

22 The Settlement Administration Costs shall be paid out of the PAGA Gross Settlement Amount
23 and shall not constitute payment to any Participating Class Member(s).

24 **e. Payment of Incentive Awards to Plaintiff**

25 Subject to Court approval, Plaintiff shall receive an Incentive Award of up to Five Thousand
26 Dollars (\$5,000.00), the request for which Defendants will not object to or oppose. The Incentive
27 Award shall be paid out of the PAGA Gross Settlement Amount and shall not constitute payment to
28

1 any Participating Class Member(s) other than Plaintiff. To the extent that the Court approves less than
2 the amount of incentive award that Class Counsel requests, the difference between the requested and
3 awarded amounts will be reallocated to the PAGA Net Settlement Amount.

4 Because it is the intent of the Parties that the Incentive Award represent payment to Plaintiff
5 for his service as a representative of the PAGA Group, and not wages, the Settlement Administrator
6 will not withhold any taxes from the Incentive Award. The Incentive Award will be reported on a
7 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
8 authorities as required by law.

9 **f. Payment to PAGA Group Members and to the *cypres***

10 Plaintiffs' Counsel will request that the Court approve allocation of the entire PAGA Net
11 Settlement Amount in settlement of the Released PAGA Claims, with seventy-five percent (75%) of
12 the PAGA Net Settlement Amount to be paid to the LWDA and twenty-five percent (25%) to be
13 distributed to PAGA Group Members as provided herein. Defendant will not oppose this request.

14 The Parties agree that twenty-five percent (25%) of the PAGA Net Settlement Amount shall
15 be divided between all PAGA Group Members as follows: (i) the Settlement Administrator will
16 calculate the total number of Qualifying Pay Periods worked by all PAGA Group Members ("X"); (ii)
17 the Settlement Administrator will calculate the total number of Qualifying Pay Periods worked by
18 each individual PAGA Group Member ("Y"); (iii) the Individual Settlement Payment to be made to
19 each PAGA Group Member shall equal $Y \times ((25\% \text{ of the PNSA}) / X)$.

20 The Parties agree that, in the event there are PAGA Group Members for whom no contact
21 information can be located through the procedures outlined in this Agreement ("the Uncontactable
22 Members"), an amount equal to the sum of all Individual Settlement Payments that would otherwise
23 be made to the Uncontactable Members shall instead be paid by the Settlement Administrator to La
24 Raza Centro Legal, a San Francisco not-for-profit focused on protecting the rights of low-wage and
25 immigrant workers, as *cypres*.

26 No later than ten (10) business days after receiving the PAGA Gross Settlement Amount from
27 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual

1 Settlement Payments to PAGA Group Members for whom contact information is known, and shall
2 prepare and mail a check to the *cy pres*, and the Settlement Administrator will issue a Form 1099 to
3 the extent required by law.

4 The checks to the PAGA Group Members shall be accompanied by the Notice, in substantially
5 the form attached as Exhibit A if so approved by the Court, or as otherwise ordered by the Court.

6 PAGA Group Members shall have 180 days from the date their Individual Settlement Payment
7 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
8 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
9 Unclaimed Property Fund in the name of the PAGA Group Member for whom the funds are
10 designated.

11 Each Individual Settlement Payment to PAGA Group members will represent penalties and
12 this shall not be subject to customary wage withholdings and shall be reported by IRS 1099 forms.

13 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
14 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
15 a mass search on LexisNexis or a comparable database based on set criteria and, if another address is
16 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
17 Settlement Administrator is unable to obtain a valid mailing address through this process, the
18 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
19 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

20 **g. Default on Payment.**

21 Defendants' failure to fund the PAGA Gross Settlement Amount within ten (10) business days
22 after the Payment Date shall be considered a default. In the event Defendants fail to timely fund the
23 PAGA Gross Settlement Amount, the Settlement Administrator will provide notice to Plaintiffs'
24 Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter,
25 Defendants will have seven (7) days to cure the default and tender payment to the Settlement
26 Administrator. In the event Defendants fail to cure the default within the times set forth herein,
27 Plaintiffs may elect to enter judgment against Defendants, on an ex parte basis, for the balance of the

1 unpaid PAGA Gross Settlement Amount to date, and Plaintiffs will be entitled to recover interest at
2 ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and
3 costs.

4 **h. No Credit Toward Benefit Plans.**

5 The payments made pursuant to this Agreement will not be utilized to calculate any additional
6 benefits under any benefit plans to which Plaintiff or any PAGA Group Members may be eligible,
7 including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans,
8 vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
9 intention that this Agreement will not affect any rights, contributions, or amounts to which Plaintiff or
10 PAGA Group members may be entitled under any benefit plans.

11 **ARTICLE IV**

12 **LIMITATIONS ON USE OF THIS SETTLEMENT**

13 **Section 4.01: No Admission**

14 Defendants dispute the allegations in the Action. This Agreement is entered into solely for the
15 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed
16 as an admission by Defendants that any of the allegations in the Action have merit of that Defendants
17 have any liability for any claim asserted.

18 **Section 4.02: Non-Evidentiary Use**

19 Whether or not the Date of Finality occurs, neither this Agreement or the separate and
20 confidential Individual Settlement Agreement, nor any of their terms, nor the Settlements themselves,
21 will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence
22 for any purpose adverse to Defendants or any other of the Released Parties, including but not limited
23 to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of
24 any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or
25 offered in evidence against any of the Released Parties in any further proceeding in the Action, except
26 for the purposes of effectuating the PAGA Settlement pursuant to this Agreement or for Defendants
27

1 to establish that Plaintiff or a PAGA Group Member has resolved any of his or her claims released
2 through this Agreement and/or the Individual Settlement Agreement.

3 **Section 4.03: Nullification**

4 If (a) the Court should for any reason fail to approve this Settlement, or (b) the Court should
5 for any reason fail to enter the Final Order, or (c) the Final Order is reversed, or declared or rendered
6 void, or (d) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this
7 Agreement and the separate and confidential Individual Settlement Agreement shall be considered
8 null and void; (ii) neither this Agreement or the Individual Settlement Agreement, nor any of the
9 related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Agreement
10 and the Individual Settlement Agreement shall stand in the same position, without prejudice, as if
11 neither of the Agreement or the Individual Settlement Agreement had been entered into.

12 **ARTICLE V**

13 **RELEASES**

14 **Section 5.01: Released Claims by PAGA Group Members**

15 Upon the date Defendants transfer the PAGA Gross Settlement Amount, the State of California
16 and PAGA Group Members are deemed to waive, release, acquit, and forever discharge the Released
17 Parties from all claims, actions, charges, complaints, grievances, or causes of action that were alleged
18 or that could have been alleged against the Released Parties based on the facts stated in the complaint
19 in the Action that arise under PAGA and Plaintiff's LWDA notice, including but not limited to, claims
20 for PAGA penalties based on (1) willful misclassification; (2) failure to keep accurate records, (3)
21 failure to provide accurate wage statements, (4) failure to provide meal and rest breaks, (5) failure to
22 pay minimum wage, (6) failure to timely pay wages, and (7) failure to pay final wages. ("Released
23 PAGA Claims").
24
25
26
27
28

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6.01: Amendments or Modification

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

Section 6.02: Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Group Member, Plaintiffs' Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

Section 6.03: Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

Section 6.04: Entire Agreement

This Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. In case of any conflict between text contained in Articles I through VI of this Agreement and text contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VI) shall be controlling, unless the Exhibits are changed by or in response to a Court order. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action.

1 including the Memorandum of Understanding signed March 4, 2024, except the separate and
2 confidential Individual Settlement Agreement.

3 **Section 6.05: Waiver of Compliance**

4 Any failure of any Party, Defense Counsel, or Plaintiffs' Counsel hereto to comply with any
5 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in
6 writing, to the extent permitted under applicable law, by the Party or Parties and their respective
7 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or
8 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
9 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

10 **Section 6.06: Counterparts and Fax/PDF Signatures**

11 This Agreement, and any amendments hereto, may be executed in any number of counterparts
12 and any Party and/or their respective counsel may execute any such counterpart, each of which when
13 executed and delivered shall be deemed to be an original. All counterparts taken together shall
14 constitute one instrument. An electronic, fax, or PDF signature on this Agreement shall be as valid as
15 an original signature.

16 **Section 6.07: Meet and Confer Regarding Disputes**

17 Should any dispute arise among the Parties or their respective counsel regarding the
18 implementation or interpretation of this Agreement, a representative of Plaintiffs' Counsel and a
19 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
20 to submitting such disputes to the Court.

21 **Section 6.08: Agreement Binding on Successors**

22 This Agreement will be binding upon, and inure to the benefit of, the successors in interest of
23 each of the Parties.

24 **Section 6.09: Cooperation in Drafting**

25 The Parties have cooperated in the negotiation and preparation of this Agreement. This
26 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
27 was the drafter or participated in the drafting of this Agreement.

1 **Section 6.10: Fair and Reasonable Settlement**

2 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
3 the Action and have arrived at this Agreement through arm's-length negotiation, with the assistance
4 of an experienced private mediator, and in the context of adversarial litigation, taking into account all
5 relevant factors, current and potential. The Parties further believe that the Settlement is and is
6 consistent with public policy, and fully complies with applicable law.

7 **Section 6.11: Headings**

8 The descriptive heading of any section or paragraph of this Agreement is inserted for
9 convenience of reference only and does not constitute a part of this Agreement and shall not be
10 considered in interpreting this Agreement.

11 **Section 6.12: Notice**

12 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
13 communications under this Agreement must be in writing and addressed to Plaintiff's Counsel and to
14 Defense Counsel at the addresses provided above.

15 **Section 6.13: Enforcement of Settlement and Continuing Court Jurisdiction**

16 The Final Order entered by the Court will not adjudicate the merits of the Action or the liability
17 of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the
18 Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing
19 jurisdiction over this Action and over all Parties and PAGA Group Members, to the fullest extent to
20 enforce and effectuate the terms and intent of this Agreement. In the event that one or more of the
21 Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the
22 provisions of this Settlement, the successful Party or Parties will be entitled to recover from the
23 unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees
24 incurred in connection with any enforcement actions.

25 **Section 6.14: Mutual Full Cooperation**

26 The Parties agree fully to cooperate with each other to accomplish the terms of this Agreement,
27 including but not limited to the execution of such documents, and the taking of such other action, as
28

1 may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement
2 shall use their best efforts to effectuate and implement this Agreement and its terms. In the event the
3 Parties are unable to reach agreement on the form or content of any document needed to implement
4 the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
5 of the Settlement, the Parties agree to seek the assistance of the Court.

6 **Section 6.15: Authorization to Act**

7 Plaintiffs' Counsel warrants and represents that they are authorized by Plaintiffs, and Defense
8 Counsel warrants that they are authorized by Defendants, to take all appropriate action required to
9 effectuate the terms of this Agreement, except for signing documents, including but not limited to this
10 Agreement, that are required to be signed by the Parties themselves. Defendants represent and warrant
11 that the individual executing this Agreement on its behalf has the full right, power, and authority to
12 enter into this Agreement and to carry out the transactions contemplated herein.

13 **Section 6.16: No Reliance on Representations**

14 The Parties have made such investigation of the facts and the law pertaining to the matters
15 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
16 on any statement, promise, or representation of fact or law, made by any of the other parties, or any of
17 their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
18 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
19 to any other matters. No representations, warranties, or inducements, except as expressly set forth
20 herein, have been made to any party concerning this Agreement.

1 **EXHIBIT A**

2 **NOTICE OF PAGA SETTLEMENT**

3 *Guthrie Siegman, et al. v. Mario Ortiz, et al.,*
4 Superior Court of the State of California for the County of Alameda
Case No. 23-CV-0302

5 [SETTLEMENT ADMIN NAME]
6 [SETTLEMENT ADMIN CONTACT INFO]

7 [Name]
8 [Address]

9 You are receiving this Notice because of a lawsuit brought on behalf of the State of California by
10 Guthrie Siegman ("Plaintiff"), against Mario Ortiz and JMR Concessions Inc. ("JMR" and, together
with Ortiz, "Defendants"), alleging claims and seeking civil penalties pursuant to the Private
Attorneys General Act, California Labor Code § 2698 et seq. ("PAGA").

11 Defendants strongly deny these claims and deny that they owe any penalties. However, to avoid
12 further time and expense in litigation, Plaintiff and Defendants have agreed to settle the case.

13 The settlement resolves and releases all the claims that were asserted in the lawsuit on behalf of all
14 individuals who performed concessions work for Mr. Ortiz or JMR any time during the period from
January 19, 2022 through June 15, 2023 (the "PAGA Members"). The lawsuit and Settlement are
for PAGA penalties only. You may not opt out of the PAGA settlement. This Settlement does not
15 release any individual claims that you might have against Defendants outside of PAGA.

16 According to Defendants records, you are a PAGA Member and are therefore entitled to a share of
the settlement. The PAGA gross settlement amount is \$235,000.00. The net PAGA settlement
17 amount is \$[REDACTED] after amounts are deducted for service awards for the named Plaintiff, Plaintiff's
attorneys fees and costs award, and the cost of the Settlement Administrator. Seventy-five percent
(75%) of the net PAGA settlement amount will be paid to the State of California Labor and
18 Workforce Development Agency pursuant to PAGA, and the remaining 25% is paid to the PAGA
Members.

19 The Settlement Administrator has determined for each PAGA Member the pay periods he or she
20 actively worked for Defendants during the PAGA Period. To determine the payment amounts, the
Settlement Administrator has divided the total amount available to all PAGA Members according to
21 the number of pay periods each PAGA Member worked.

22 Enclosed with this Notice is your settlement check in the amount of \$[REDACTED]. The settlement check
23 shall remain valid for one hundred eighty (180) calendar days. Checks remaining un-cashed for more
than 180 calendar days after issuance will be tendered to the California Department of Unclaimed
24 Property.

25 If you have questions, contact the Settlement Administrator at the number above.

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 12, 2024

PLAINTIFF

guthrie siegman
guthrie siegman (Apr 12, 2024 14:36 PDT)
GUTHRIE SIEGMAN

Dated: _____

DEFENDANT

JMR CONCESSIONS, INC.
By MARIO ORTIZ, PRESIDENT AND CEO

Dated: _____

DEFENDANT

MARIO ORTIZ

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

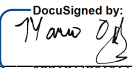
Dated: _____

PLAINTIFF

GUTHRIE SIEGMAN

Dated: April 23, 2024 _____

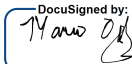
DEFENDANT

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JMR CONCESSIONS, INC.
By MARIO ORTIZ, PRESIDENT AND CEO

Dated: April 23, 2024 _____

DEFENDANT

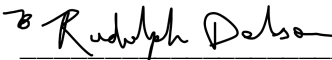
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MARIO ORTIZ

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APPROVED AS TO FORM ONLY:

Dated: 4/12/2024



TIMOTHY B. DEL CASTILLO
CASTLE LAW
Attorneys for Plaintiff
BENJAMIN RUDOLPH DELSON
Attorney for Plaintiff

Dated: _____

DUANE MORRIS LLP

JAMES BROWN
BRITTANY WUNDERLICH
Attorneys for Defendant

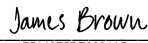
APPROVED AS TO FORM ONLY:

Dated: _____

TIMOTHY B. DEL CASTILLO
CASTLE LAW
Attorneys for Plaintiff
BENJAMIN RUDOLPH DELSON
Attorney for Plaintiff

Dated: April 8, 2024

DUANE MORRIS LLP

DocuSigned by:


75140F5B6E0684A5
JAMES BROWN
BRITTANY WUNDERLICH
Attorneys for Defendant