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ATTORNEY FOR PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

GUSTAVO GUILLEN OROZCO, an
individual, on behalf of herself and on behalf
of all aggrieved employees,

PLAINTIFF,

vs.

LITTLE BROTHERS BAKERY, LCC., a
California Limited Liability Company; and
DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No. 23STCV02348

[Action Filed: February 2, 2023]

**STIPULATION OF SETTLEMENT OF
PAGA ACTION CLAIMS AND
RELEASE OF CLAIMS**

Judge: Honorable Armen Tamzarian
Dept.: 52

This Stipulation of Settlement PAGA Action Claims and Release of Claims is entered into by and between plaintiff GUSTAVO GUILLEN OROZCO (hereinafter “Plaintiff”), individually and on behalf of the State of California as a private attorney general, and defendants LITTLE BROTHERS BAKERY, LLC. (hereinafter, “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Gustavo Guillen Orozco v. Little Brothers Bakery, LLC*, Los Angeles Superior Court, Case No. 23STCV02348, filed February 2, 2023 (hereinafter “the Action”).
- B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously were employed by Defendant in California during the period of February 2, 2022 to date of preliminary approval.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of the PAGA Claims and Release of Claims.
- D. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- E. “Court” means the Superior Court for the State of California, County of Los Angeles.
- F. “Defendant” shall mean Little Brothers Bakery, LLC.
- G. “Defendants’ Counsel” shall mean Efthalia S. Rofos, Esq. of O’Hagan Meyer LLP.
- H. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgement is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.
- I. “Gross Settlement Amount” means Forty Thousand Dollars (\$40,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

- J. "Individual Settlement Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- K. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- L. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- M. "LWDA PAGA Payment" means the 75% of the PAGA of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- N. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amount approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- O. "PAGA Counsel" means Sarkis Sirmabekian, the attorney representing the Plaintiff in the Action.
- P. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- Q. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*
- R. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the pay periods for all Aggrieved Employees during the PAGA Period.
- S. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

- 1 T. "PAGA Notice" means Plaintiff's letter to Defendant and the LWDA providing notice
2 pursuant to Labor Code section 2699.3, subd.(a).
- 3 U. "PAGA Period" means the period between February 2, 2022 to the date of preliminary
4 approval.
- 5 V. "PAGA Settlement" shall mean Forty Thousand Dollars (\$40,000.00) to be allocated
6 from the Gross Settlement Amount, from which 33.33% shall be allocated to
7 Plaintiff's Counsel's attorneys' fees, \$4,500.00 to costs, \$2,950.00 to administration
8 costs, and with 25% of the remainder going to the Aggrieved Employees and 75%
9 going to the Labor and Workforce Development Agency ("LWDA"). The amount of
10 the PAGA Settlement Payment is subject to Court approval pursuant to California
11 Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to
12 increase the PAGA Settlement Payment will not constitute grounds by either party to
13 void this Agreement, so long as the Gross Settlement Amount remains the same.
- 14 W. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
15 Plaintiff or Defendants, individually.
- 16 X. "Plaintiff" shall mean GUSTAVO GUILLEN OROZCO.
- 17 Y. "Released PAGA Claims" means all PAGA claims alleged in the operative First
18 Amended Complaint and Plaintiff's PAGA notice to the LWDA which occurred
19 during the PAGA Period, and expressly excluding all other claims, including claims
20 for vested benefits, wrongful termination, unemployment insurance, disability, social
21 security, workers' compensation, and PAGA claims outside of the PAGA Period.
- 22 Z. "Released Parties" shall mean Defendant and any and all of its respective owners,
23 officers, directors, partners, shareholders, employees, agents, affiliates, subsidiaries,
24 successors, assigns, executors, trustees, fiduciaries, administrators, beneficiaries,
25 business managers, contractors, insurers, reinsurers, attorneys, employees, pas and
26 present and/or legal representatives.
- 27 AA. "Settlement" means the disposition of the Action effected by this Agreement and the
28 Judgment.

II. RECITALS

A. On February 2, 2023, Plaintiff filed a Class Action lawsuit for:

1. Failure to pay minimum wage in violation of Cal. Lab. Code §1197;
2. Failure to compensate for all hours worked in violation of Cal. Lab. Code §1198;
3. Failure to pay overtime compensation in violation of Cal. Lab. Code §1198;
4. Failure to provide required rest periods in violation of Cal. Lab. Code § 226.7;
5. Failure to provide required meal periods in violation of Cal. Lab. Code § 226.7;
6. Failure to furnish accurate wage and hour statements in violation of Cal. Lab. Code §226;
7. Failure to pay wages upon discharge in violation of Cal. Lab. Code § 201;
8. Statutory penalties under Cal. Lab. Code §§ 203 and 558;
9. Failure to indemnify and illegal deductions from wages in violation of Cal. Lab. Code §2802;
10. Unfair Competition in Violation of Bus. and Prof. Code §§ 17200, *et seq*;

B. On February 2, 2023, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

C. On April 12, 2023, Plaintiff filed the operative First Amended Complaint to include an additional cause of action for Violations of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

D. On September 15, 2023, the Parties filed a stipulation with the court, stipulating to submit all claims except Plaintiff's PAGA claim to arbitration pursuant to the arbitration agreement signed by Plaintiff on October 20, 2021.

E. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by Plaintiff are owed, and further contend that, for any purpose other than this settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other

1 things, that at all times they complied with the California Labor Code and the Industrial Wage
2 Commission Orders.

3 F. Plaintiff conducted an investigation into the facts relevant to the Action, including
4 conducting an independent investigation as to the allegations, reviewing documents and
5 information exchanged through informal discovery, and reviewing documents and
6 information provided by Defendants pursuant to informal requests for information to prepare
7 for mediation. Defendants produced for the purpose of settlement negotiations certain
8 employment data, including payroll and timekeeping records, concerning the Aggrieved
9 Employees, which Plaintiff's counsel reviewed and analyzed. Based on their own
10 independent investigation and evaluation, Plaintiff's counsel are of the opinion that the
11 Settlement with Defendants is fair, reasonable and adequate, and is in the best interest of the
12 Aggrieved Employees in light of all known facts and circumstances, including the risks of
13 significant delay, defenses asserted by Defendants, uncertainties regarding PAGA
14 manageability, and numerous potential appellate issues. Although it denies any liability,
15 Defendants are agreeing to this Settlement solely to avoid the inconveniences and cost of
16 further litigation. The Parties and their counsel have agreed to settle the claims on the terms
17 set forth in this Agreement.

18 G. On August 19, 2024, the Parties participated in mediation presided over by Michael
19 Young Esq., a mediator of PAGA actions. The mediation concluded with a settlement, which
20 is subsequently memorialized by this Agreement and a concurrently executed individual
21 settlement agreement.

22 H. This Agreement replaces and supersedes any other agreements, understandings, or
23 representations between the Parties. This Agreement represents a compromise and settlement
24 of highly disputed claims. Nothing in this Agreement is intended or will be construed as an
25 admission by Defendants that the claims in the Actions of Plaintiff or Aggrieved Employees
26 have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on
27 those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in
28 the Actions have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. MONETARY TERMS

1. Gross Settlement Amount. Except as otherwise provided by Section G below, Defendant promises to pay \$40,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section D. Paragraph 1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$13,333.32 and PAGA Counsel Litigation Expenses Payment of not more than \$4,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement

1 Amount. Released Parties shall have no liability to PAGA Counsel or any
2 other Plaintiff's Counsel arising from any claim to any portion any PAGA
3 Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment.
4 The Administrator will pay the PAGA Counsel Fees Payment and PAGA
5 Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA
6 Counsel assumes full responsibility and liability for taxes owed on the PAGA
7 Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment
8 and holds Defendant harmless, and indemnifies Defendant, from any dispute
9 or controversy regarding any division or sharing of any of these Payments.

10 b) To the Administrator: An Administrator Expenses Payment not to
11 exceed \$2,950.00 except for a showing of good cause and as approved by the
12 Court. To the extent the Administration Expenses are less or the Court
13 approves payment less than \$2,950.00, the Administrator will retain the
14 remainder in the Net Settlement Amount.

15 c) To the LWDA and Aggrieved Employees: PAGA Penalties in the
16 amount of \$19,716.68 to be paid from the Gross Settlement Amount, with 75%
17 (\$14,787.51) allocated to the LWDA PAGA Payment and 25% allocated to
18 the Individual PAGA Payments.

19 (1) The Administrator will calculate each Individual PAGA
20 Payment by (a) dividing the amount of the Aggrieved Employees'
21 25% share of PAGA Penalties (\$4,929.17) by the total number of
22 PAGA Period Pay Periods worked by all Aggrieved Employees during
23 the PAGA Period and (b) multiplying the result by each Aggrieved
24 Employee's PAGA Period Pay Periods. Aggrieved Employees assume
25 full responsibility and liability for any taxes owed on their Individual
26 PAGA Payment.

27 (2) If the Court approves PAGA Penalties of less than the amount
28 requested, the Administrator will allocate the remainder to the Net

Settlement Amount. The Administrator will report the Individual
PAGA Payments on IRS 1099 Forms.

B. SETTLEMENT FUNDING AND PAYMENTS

1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 108 Aggrieved Employees who worked a total 10,395 of PAGA Pay Periods.

2. Aggrieved Employee Data. Within 15 days of Preliminary Approval, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within thirty (30) days of Preliminary Approval (or Final Approval if the Court foregoes the need for multiple approval hearings), but no earlier than November 1, 2024.

4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

1 Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the
2 PAGA Counsel Litigation Expenses Payment shall not precede disbursement of
3 Individual PAGA Payments.

4 a) The Administrator will issue checks for the Individual PAGA
5 Payments and send them to the Aggrieved Employees via First Class U.S.
6 Mail, postage prepaid. The face of each check shall prominently state the date
7 (not less than 180 days after the date of mailing) when the check will be
8 voided. The Administrator will cancel all checks not cashed by the void date.
9 Before mailing any checks, the Settlement Administrator must update the
10 recipients' mailing addresses using the National Change of Address Database.

11 b) The Administrator must conduct an Aggrieved Employee Address
12 Search for all Aggrieved Employees whose checks are returned undelivered
13 without USPS forwarding address. Within 7 days of receiving a returned
14 check the Administrator must re-mail checks to the USPS forwarding address
15 provided or to an address ascertained through the Aggrieved Employee
16 Address Search. The Administrator need not take further steps to deliver
17 checks to Aggrieved Employees whose re-mailed checks are returned as
18 undelivered. The Administrator shall promptly send a replacement check to
19 any Aggrieved Employee whose original check was lost or misplaced,
20 requested by the Aggrieved Employee prior to the void date.

21 c) For any Aggrieved Employee whose Individual PAGA Payment check
22 is uncashed and cancelled after the void date, the Administrator shall transmit
23 the funds represented by such checks to the California Controller's Unclaimed
24 Property Fund in the name of the Aggrieved Employee.

25 d) The payment of Individual PAGA Payments shall not obligate
26 Defendant to confer any additional benefits or make any additional payments
27 to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
28 those specified in this Agreement.

1 C. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the
2 entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all
3 Released Parties as follows:

4 1. **Plaintiff's Release.** Plaintiff and his or her respective former and present
5 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
6 administrators, successors, and assigns generally, release and discharge Released
7 Parties from all civil penalties per Labor Code 2698 et seq (PAGA) for claims,
8 transactions, or occurrences that occurred during the PAGA Period, including, but not
9 limited to: (a) all claims that were, or reasonably could have been, alleged, based on
10 the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's
11 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
12 Agreement, or to any claims for vested benefits, unemployment benefits, disability
13 benefits, social security benefits, workers' compensation benefits that arose at any
14 time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that
15 Plaintiff may discover facts or law different from, or in addition to, the facts or law
16 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
17 Release shall be and remain effective in all respects, notwithstanding such different
18 or additional facts or Plaintiff's discovery of them.

19 a) **Plaintiff's Waiver of Rights Under California Civil Code Section**
20 **1542.** For purposes of Plaintiff's Release, Plaintiff, subject to the terms of a
21 separately executed individual settlement agreement, expressly waives and
22 relinquishes the provisions, rights, and benefits, if any, of section 1542 of the
23 California Civil Code, which reads: A general release does not extend to
24 claims that the creditor or releasing party does not know or suspect to exist in
25 his or her favor at the time of executing the release, and that if known by him
26 or her would have materially affected his or her settlement with the debtor or
27 Released Party.
28

1 2. Release by Aggrieved Employees: All Aggrieved Employees are deemed to
2 release, on behalf of themselves and their respective former and present
3 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
4 Released Parties from all claims for PAGA penalties that were alleged, or reasonably
5 could have been alleged, based on the PAGA Period facts stated in the Operative
6 Complaint, and the PAGA Notice.

7 3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present
8 and former attorneys, employees, agents, successors, and assigns the Released Parties
9 from all claims for PAGA Fees incurred in connection with the Operative Complaint
10 and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

11 D. **STIPULATION, MOTION OR APPLICATION FOR APPROVAL OF**
12 **SETTLEMENT.** The Parties agree to jointly prepare and file a stipulation, application or
13 motion for approval of this Settlement.

14 1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense
15 Counsel all documents necessary for obtaining approval of this Settlement under
16 Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting
17 Approval of PAGA Settlement; (ii) a signed declaration from the Administrator
18 attaching its "not to exceed" bid for administering the Settlement and attesting to its
19 willingness to serve; competency; operative procedures for protecting the security of
20 Aggrieved Employee Data; amounts of insurance coverage for any data breach,
21 defalcation of funds or other misfeasance; all facts relevant to any actual or potential
22 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and
23 extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel;
24 (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission
25 to the LWDA of all necessary PAGA documents (initial notice of violations (Labor
26 Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699,
27 subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined
28 version, if necessary, of the parties' Agreement showing all modifications made to

1 the Model Agreement ready for filing with the Court; and (v) all facts relevant to any
2 actual or potential conflict of interest with Aggrieved Employees and/or the
3 Administrator.

4 2. Responsibilities of the Parties. PAGA Counsel and Defense Counsel are
5 jointly responsible for expeditiously finalizing and filing the stipulation, application
6 or motion for approval of this Settlement no later than 30 days after the full execution
7 of this Agreement and, if necessary, obtaining a prompt hearing date for the motion
8 and appearing in Court to advocate in favor of the motion. PAGA Counsel is
9 responsible for delivering the Court's Preliminary Approval to the Administrator

10 3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed
11 application or motion for approval of this Settlement and/or the supporting
12 declarations and documents, PAGA Counsel and Defense Counsel will expeditiously
13 work together on behalf of the Parties by meeting in person or by telephone, and in
14 good faith, to resolve the disagreement. If the Court does not grant the motion for
15 approval of this Settlement or conditions its approval on any material change to this
16 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together
17 on behalf of the Parties by meeting in person or by telephone, and in good faith, to
18 modify the Agreement and otherwise satisfy the Court's concerns.

19 E. **SETTLEMENT ADMINISTRATION**

20 1. Selection of Administrator. The Parties have jointly selected Phoenix
21 Administrators to serve as the Administrator and verified that, as a condition of
22 appointment, Phoenix Administrators agrees to be bound by this Agreement and to
23 perform, as a fiduciary, all duties specified in this Agreement in exchange for payment
24 of Administration Expenses. The Parties and their Counsel represent that they have
25 no interest or relationship, financial or otherwise, with the Administrator other than a
26 professional relationship arising out of prior experiences administering settlements.

2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

F. **AGGRIEVED EMPLOYEE SIZE ESTIMATES**

1. Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 108 Aggrieved Employees who worked 10,395 Pay Periods during the PAGA period. If the pay period number increases by more than 10% of the estimate stated herein, then Defendant, and its option, can either choose to: (1) cut off the end date for the class release as of the date on which the number of work weeks reaches 11,435 (110% of 10,395 pay periods) or (2) increase the Settlement Amount proportionally for the number of workweeks over 110% of 10,395 (11,435).

G. **CONTINUING JURISDICTION OF THE COURT**

1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

2. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of

1 appeal does not include any waiver of the right to oppose such motions, writs or
2 appeals. If another party appeals the Judgment, the Parties' obligations to perform
3 under this Agreement will be suspended until such time as the appeal is finally
4 resolved and the Judgment becomes final, except as to matters that do not affect the
5 amount of the Net Settlement Amount.

6 H. **ADDITIONAL PROVISIONS**

7 1. No Admission of Liability or Representative Manageability for Other
8 Purposes. This Agreement represents a compromise and settlement of highly disputed
9 claims. Nothing in this Agreement is intended or should be construed as an admission
10 by Defendant that any of the allegations in the Operative Complaint have merit or that
11 Defendant has any liability for any claims asserted; nor should it be intended or
12 construed as an admission by Plaintiff that Defendant's defenses in the Action have
13 merit. The Parties agree that representative treatment is for purposes of this
14 Settlement only. If, for any reason the Court does not approve this Settlement,
15 Defendant reserves all available defenses to the claims in the Action, and Plaintiff
16 reserves the right to contest Defendant's defenses. The Settlement, this Agreement
17 and Parties' willingness to settle the Action will have no bearing on, and will not be
18 admissible in connection with, any litigation (except for proceedings to enforce or
19 effectuate the Settlement and this Agreement).

20 2. Integrated Agreement. Upon execution by all Parties and their counsel, this
21 Agreement together with its attached exhibits shall constitute the entire agreement
22 between the Parties relating to the Settlement, superseding any and all oral
23 representations, warranties, covenants, or inducements made to or by any Party.

24 3. Attorney Authorization. PAGA Counsel and Defense Counsel separately
25 warrant and represent that they are authorized by Plaintiff and Defendant,
26 respectively, to take all appropriate action required or permitted to be taken by such
27 Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28

documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

14. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Sarkis Sirmabekian, Esq.
2600 W Olive Ave #549
Burbank, CA 91505
Telephone: (818) 473-5003
Email: contact@slawla.com

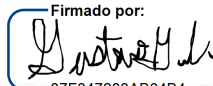
To Defendant:

Efthalia S. Rofos, Esq
4695 MacArthur Ct., Suite 900
Newport Beach, CA 92660
Telephone: (949) 519-2080
Email: trofos@ohaganmeyer.com

15. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 11/13/2024

Firmado por:

87F847283AB64B4...
 GUSTAVO GUILLEN OROZCO

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

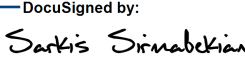
DATED: 10/24/24


 LITTLE BROTHERS BAKERY, LLC
 Paul Giuliano
 President

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 11/2/2024

SIRMABEKIAN LAW FIRM, PC

DocuSigned by:

847C4C6AA169454...
 By:
 Attorneys for Plaintiff and the Settlement Class Members

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2 By: 

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