

1 DAVID GLENN SPIVAK (SBN 179684)

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2 LAUREN R. DAVIS (SBN 294115)

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3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

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5 West Hollywood, CA 90069

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6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff,

8 OLGA SOTELO, and all others similarly situated

9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 OLGA SOTELO, on behalf of herself and all
14 others similarly situated, and the general public,
15 and an “aggrieved employee” on behalf of other
16 “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19 FAR WEST RESTAURANT GROUP, LLC
20 (D/B/A WINGSTOP), a California limited
21 liability company; ZION RESTAURANT
22 GROUP, LLC (D/B/A WINGSTOP), a
California limited liability company; and DOES
23 2–50, inclusive,

24 *Defendant(s).*

Case No. 23STCV12284

**DECLARATION OF DAVID SPIVAK
REGARDING PLAINTIFF’S
DECLARATION, FIRST AMENDED
CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT,
REVISED PROPOSED ORDER, AND
REVISED CLASS NOTICE**

Hearing Date: January 24, 2025

Hearing Time: 9:00 a.m.

Hearing Dept.: 17, The Honorable Laura
A. Seigle

Action filed: May 31, 2023

Trial Date: Not set



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Attorneys for Plaintiff(s),

OLGA SOTELO, and all others similarly situated



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1 **DECLARATION OF DAVID SPIVAK REGARDING PLAINTIFF’S DECLARATION,**
2 **FIRST AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT,**
3 **REVISED PROPOSED ORDER, AND REVISED CLASS NOTICE**

4 I, DAVID SPIVAK, declare as follows:

5 1. I am an attorney duly licensed to practice law in the State of California and am an
6 attorney of record for Plaintiff Olga Sotelo (“Plaintiff”) in her lawsuit against Defendant Far West
7 Restaurant Group, LLC (D/B/A WingStop) (“Defendant Far West”) and Defendant Zion
8 Restaurant Group, LLC (D/B/A WingStop) (“Defendant Zion”) (collectively, “Defendants”).
9 Plaintiff and Defendants are collectively referred to as the “Parties.”

10 2. Except as otherwise indicated, I have personal knowledge of all matters set forth
11 herein and, if called as a witness, could and would competently testify thereto under oath.

12 3. Pursuant to the Court’s January 9, 2025 tentative ruling regarding Plaintiff’s
13 motion for preliminary approval of Class Action and PAGA Settlement Agreement, Plaintiff
14 executed a declaration regarding her adequacy as Class Representative, her agreement to act as a
15 Class Representative, and her understanding of her responsibilities. In addition, the Parties revised
16 paragraph 22 of the Class Action and PAGA Settlement Agreement to limit the PAGA release to
17 claims arising from the Second Amended Complaint and the PAGA notice letters. The Parties
18 also revised the comparable language in the proposed class notice and the proposed order. The
19 amended Class Action and PAGA Settlement Agreement is entitled the First Amended Joint
20 Stipulation and Settlement Agreement to Resolve Class Action and PAGA Claims (“First
21 Amended Settlement Agreement”). A true and correct copy of Plaintiff’s declaration is attached
22 hereto as **Exhibit 1**. A true and correct copy of the redlined First Amended Settlement Agreement
23 is attached hereto as **Exhibit 2**. A true and correct copy of the fully executed First Amended
24 Settlement Agreement is attached hereto as **Exhibit 3**. A true and correct copy of the redlined
25 revised proposed order and revised class notice is attached hereto as **Exhibit 4**. A true and correct
26 copy of the revised proposed order and revised class notice is attached hereto as **Exhibit 5**.

27 4. On January 17, 2025, Plaintiff submitted the fully executed First Amended
28 Settlement Agreement to the Labor & Workforce Development Agency (“LWDA”). A true and
 correct copy of the proof of submission of the First Amended Settlement Agreement to the LWDA



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1 is attached hereto as **Exhibit 6**.

2 5. In addition to the revisions outlined above, the Parties approved the following
3 substantive revisions to the First Amended Settlement Agreement: (1) Paragraph 8 provides that
4 March 22, 2024 is the end date of the Class Period; (2) Paragraph 23 provides that the PAGA
5 Period ends on the date the Court grants preliminary approval of the First Amended Settlement
6 Agreement, subject to the escalator provision in paragraph 48(a)(ii); (3) The Parties removed
7 Labor Code § 205.5 as a Released Claim in Paragraph 27; (4) Paragraphs 47 and 56(b) provide
8 that the Gross Settlement Amount is subject to the escalator provision in paragraph 48(a)(ii); and
9 (5) Paragraph 49(d) provides that the PAGA Amount is subject to the escalator provision in
10 paragraph 48(a)(ii).

11 I declare under the penalty of perjury of the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on 01 / 17 / 2025 at Los Angeles, California.

14
15 

16 DAVID SPIVAK,
17 Declarant
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EXHIBIT 1

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7 Attorneys for Plaintiff,

8 OLGA SOTELO, and all others similarly situated

9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 OLGA SOTELO, on behalf of herself and all
14 others similarly situated, and the general public,
15 and an “aggrieved employee” on behalf of other
16 “aggrieved employees” and the State of
17 California under the Labor Code Private
Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 FAR WEST RESTAURANT GROUP, LLC
21 (D/B/A WINGSTOP), a California limited
22 liability company; ZION RESTAURANT
23 GROUP, LLC (D/B/A WINGSTOP), a
California limited liability company; and DOES
2-50, inclusive,

24 *Defendant(s).*

Case No. 23STCV12284

**DECLARATION OF OLGA SOTELO
IN SUPPORT OF PLAINTIFF OLGA
SOTELO’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: January 24, 2025

Hearing Time: 9:00 a.m.

Hearing Dept.: 17, The Honorable Laura
A. Seigle

Action filed: May 31, 2023

Trial Date: Not set



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Attorneys for Plaintiff(s),
OLGA SOTELO, and all others similarly situated



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1 **DECLARATION OF OLGA SOTELO IN SUPPORT OF PLAINTIFF OLGA**
2 **SOTELO'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION**
3 **SETTLEMENT**

4 I, OLGA SOTELO, declare and state as follows:

5 1. I am a resident of the City of Compton, in the State of California and am over 18
6 years of age. I am the plaintiff in this class and Private Attorneys General Act action, Los Angeles
7 Superior Court Case Number 23STCV12284, and am represented by David Spivak of The Spivak
8 Law Firm and Benjamin J. Smith of Smith Law in this action. Except as otherwise stated, I have
9 personal knowledge of all matters set forth in this declaration and could and would competently
10 testify thereto if called upon to do so as a witness.

11 2. I understand that, as Class Representative, I have certain duties and responsibilities
12 to the Class Members and believe that I have fairly represented the interests of all Class Members
13 during the entire course of this case.

14 3. My counsel provided me with information regarding class actions, how they work,
15 and what my duties would be as the Class Representative. I agreed to serve as a Class
16 Representative so that I could seek to recover wages and penalties on behalf of myself and other
17 employees like me.

18 4. I understand that the Settlement in this case is subject to this Court's approval to
19 ensure that it is in the best interest of the Class as a whole. I have no conflicts with the Class.

20 5. I understand that my attorneys are submitting an application to this Court for an
21 Enhancement Award to compensate me for my unique contributions to the success of this action
22 as the Class Representative in the amount of \$20,000.00. I believe this amount is fair and
23 reasonable compensation for my efforts in this case and the risks I have taken in pursuing a fair
24 recovery for the Class Members.

25 6. I have provided Defendants Far West Restaurant Group, LLC (D/B/A WingStop)
26 and Zion Restaurant Group, LLC (D/B/A WingStop) ("Defendants") with a general release of
27 any and all claims, known or unknown, I may have against Defendants. By agreeing to settle the
28 case in the best interest of the Class Members, I have given up the right to pursue my individual
 claims for unpaid wages and penalties and to recover substantially more for unpaid wages,



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1 interest, waiting time penalties, and pay stub penalties. I did not seek an individual settlement for
2 my claims at all, instead choosing to prosecute this matter on behalf of my coworkers. By pursuing
3 the claims of all Class Members, I have also rendered my own individual payment uncertain and
4 delayed its payment by several months (at the least).

5 7. As Class Representative, I assumed a fiduciary role to the Class. I agreed to (1)
6 consider the interests of the Class just as I would consider my own interests and, in some cases,
7 to put the interests of the Class before my own interests; (2) actively participate in the lawsuit, as
8 necessary, by among other things, producing documents to Defendants and giving depositions
9 and trial testimony if requested; (3) travel to give such testimony; (4) recognize and accept that
10 any resolution of the lawsuit by dismissal or settlement, is subject to court approval, and must be
11 designed in the best interest of the Class as a whole; (5) follow the progress of the lawsuit and
12 provide all relevant facts to my attorneys; (6) champion many other people with similar claims
13 and injuries because of the importance of the case and the necessity that all Class Members benefit
14 from the lawsuit; and (7) fight for a resolution in which the individual recoveries to each Class
15 Member, including me, may be relatively small. I agreed to shoulder all of these responsibilities
16 in exchange for a proportionate share of funds made available for distribution to the Class
17 Members. I had no guarantee of an Enhancement Award. I have spent significant time in
18 connection with this case to date, and, should this Court grant preliminary approval, I will provide
19 the total hours I spent on this case in my declaration in support of the motion for final approval.
20 The activities I have performed have included, but have not been limited to: obtaining legal
21 counsel, speaking with my legal counsel on numerous occasions, over the phone, informing them
22 of the terms and conditions of my coworkers' employment, assisting them in gathering
23 information, identifying the claims brought in this case, gathering contact information for my
24 former coworkers, contacting Class Members about the lawsuit to arrange their communications
25 with my attorneys, gathering documents from my employment with Defendants, and being
26 actively involved in the settlement process to ensure a fair result for the Class as a whole. I also
27 participated in the mediation and spent time carefully reviewing the Settlement, and other case
28 related documents on my own and with my counsel to make sure that the Settlement and other



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1 work my attorneys performed are in the best interest of the Class Members. I have and will
2 continue to regularly contact my counsel to follow the progress of the case.

3 8. Further, my counsel have advised me of the possibility that, if the case was lost, I
4 could have been ordered to pay Defendants' costs and even attorneys' fees in this case, which
5 could have been thousands of dollars by the end.

6 9. Because I filed this lawsuit, there is a public record at the Court showing that I
7 brought a class action for unpaid wages against my former employer. The Enhancement Award
8 to me of \$20,000.00 is not equal to the harm to my future career prospects that this case may
9 cause me.

10 10. Based on the time, risk, stigma, loss of benefits and income, and great outcome of
11 this case, I believe that the requested Enhancement Award for me is fair and reasonable. As such,
12 I respectfully request that the Court award the requested Enhancement Award of \$20,000.00.

13 I declare under penalty of perjury of the laws of the State of California that the foregoing
14 is true and correct.

15 Executed on _____ in Compton, CA.

16
17
18 _____
19 OLGA SOTELO,
20 Declarant
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7 Abogados de la demandante,

8 OLGA SOTELO, y todas las demás personas en situación similar

9 (Abogados adicionales de la demandante(s) en la siguiente página)

10 **TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA**

11 **PARA EL CONDADO DE LOS ANGELES**

12 **(JURISDICCIÓN ILIMITADA)**

13 OLGA SOTELO, en nombre propio y de todas
14 las demás personas en situación similar, y del
15 público en general, y una “empleada agraviada”
16 en nombre de otros “empleados agraviados” y del
17 Estado de California de conformidad con la Ley
de Abogados Generales Privados del Código
Laboral de 2004,

18 *Demandante(s),*

19 vs.

20 FAR WEST RESTAURANT GROUP, LLC
21 (operando como WINGSTOP), una compañía de
22 responsabilidad limitada de California; ZION
23 RESTAURANT GROUP, LLC (operando como
WINGSTOP), una compañía de responsabilidad
24 limitada de California; y DOES 2–50, inclusive,

25 *Demandado(s).*

Número de Caso: 23STCV12284

**DECLARACIÓN DE OLGA SOTELO
EN APOYO A LA MOCIÓN DE LA
DEMANDANTE OLGA SOTELO
PARA LA APROBACIÓN
PRELIMINAR DEL ACUERDO DE LA
ACCIÓN DE GRUPO**

Fecha de la audiencia: Enero 24, 2025

Hora de la audiencia: 9:00 a.m.

Departamento de Audición: 17, La Honorable
Laura A. Seigle

Acción interpuesta: Mayo 31, 2023

Fecha del juicio: No establecida



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ABOGADOS ADICIONALES DE LA DEMANDANTE

BENJAMIN J. SMITH (SBN 266712)

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Abogados de la demandante(s),

OLGA SOTELO, y de todas las demás personas en situación similar



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**DECLARACIÓN DE OLGA SOTELO EN APOYO A LA MOCIÓN DE LA
DEMANDANTE OLGA SOTELO PARA LA APROBACIÓN PRELIMINAR DEL
ACUERDO DE LA ACCIÓN DE GRUPO**

Yo, OLGA SOTELO, declaro y manifiesto lo siguiente:

1. Soy residente de la Ciudad de Compton, en el Estado de California y tengo más de 18 años de edad. Soy la demandante en esta acción de grupo y de la Ley de Abogados Generales Privados, Caso del Tribunal Superior de Los Angeles Número 23STCV12284, y estoy representada en esta acción de grupo por David Spivak de The Spivak Law Firm y Benjamin J. Smith de Smith Law. A menos que se indique lo contrario, tengo conocimiento personal de todos los asuntos expuestos en esta declaración y podría testificar y testificaría competentemente al respecto si me llamara a hacerlo como testigo.

2. Entiendo que, como Representante del Grupo, tengo ciertos deberes y responsabilidades que cumplir con los Miembros del Grupo y creo que he representado de manera justa los intereses de todos los Miembros del Grupo durante todo el curso de este caso.

3. Mi abogado me proporcionó información sobre las acciones de grupo, cómo funcionan y cuáles serían mis obligaciones como Representante del Grupo. Acepté actuar como Representante del Grupo para solicitar la recuperación de salarios y sanciones en mi nombre y en el de otros empleados como yo.

4. Entiendo que el Acuerdo en este caso está sujeto a la aprobación de este Tribunal para garantizar que sea en el mejor interés del Grupo en su conjunto. No tengo ningún conflicto con el Grupo.

5. Entiendo que mis abogados están presentando una solicitud a este Tribunal para una Concesión de Compensación para recompensarme por mis contribuciones únicas al éxito de esta acción como Representante del Grupo por un monto de \$20,000.00. Creo que esta cantidad es una compensación justa y razonable por mis esfuerzos en este caso y los riesgos que he tomado en la búsqueda de una recuperación justa para los Miembros del Grupo.

6. He proporcionado a los Demandados Far West Restaurant Group, LLC (D/B/A WingStop) y Zion Restaurant Group, LLC (D/B/A WingStop) (“Demandados”) una exoneración



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1 general de todas y cada una de las reclamaciones, conocidas o desconocidas, que pueda tener
2 contra los Demandados. Al aceptar llegar a un acuerdo en el mejor interés de los Miembros del
3 Grupo, he renunciado al derecho de presentar mis reclamaciones individuales por salarios no
4 pagados y sanciones y a recuperar una cantidad sustancialmente mayor por salarios no pagados,
5 intereses, sanciones por tiempo de espera y sanciones por talones de pago. No solicité un acuerdo
6 individual para mis reclamaciones, sino que opté por procesar este asunto en nombre de mis
7 compañeros de trabajo. Al presentar las reclamaciones de todos los Miembros del Grupo, también
8 he hecho que mi propio pago individual sea incierto y lo he retrasado por varios meses (por lo
9 menos).

10 7. Como Representante del Grupo, asumí una responsabilidad fiduciaria ante el
11 Grupo. Acepté (1) considerar los intereses del Grupo del mismo modo que consideraría mis
12 propios intereses y, en algunos casos, anteponer los intereses del Grupo a mis propios intereses;
13 (2) participar activamente en la demanda, según sea necesario, entre otras cosas, presentando
14 documentos a los Demandados y dando declaraciones y testimonio en el juicio si se me solicita;
15 (3) viajar para dar dicho testimonio; (4) reconocer y aceptar que cualquier resolución de la
16 demanda mediante desestimación o acuerdo, está sujeta a la aprobación del tribunal y debe
17 diseñarse en el mejor interés del Grupo en su conjunto; (5) seguir el progreso de la demanda y
18 proporcionar todos los hechos relevantes a mis abogados; (6) defender a muchas otras personas
19 con reclamaciones y lesiones similares debido a la importancia del caso y la necesidad de que
20 todos los Miembros del Grupo se beneficien de la demanda; y (7) luchar por una resolución en la
21 que las recuperaciones individuales para cada Miembro del Grupo, yo incluida, puedan ser
22 relativamente pequeñas. Acepté asumir todas estas responsabilidades a cambio de una parte
23 proporcional de los fondos disponibles para su distribución entre los Miembros del Grupo. En
24 ningún momento se me ha garantizado una Concesión de Compensación. He dedicado mucho
25 tiempo a este caso hasta la fecha y, en caso de que este Tribunal concede la aprobación preliminar,
26 proporcionaré el total de horas que he dedicado a este caso en mi declaración en apoyo de la
27 moción de aprobación final. Las actividades que he realizado han incluido, pero no se limitan a:
28 obtener asesoramiento legal, hablar con mi asesor legal en numerosas ocasiones, por teléfono,

1 informarle de los términos y condiciones de empleo de mis compañeros de trabajo, ayudarlo a
2 recopilar información, identificar las reclamaciones presentados en este caso, recopilar
3 información de contacto de mis anteriores compañeros de trabajo, contactar a los Miembros del
4 Grupo sobre la demanda para organizar sus comunicaciones con mis abogados, recopilar
5 documentos de mi empleo con los Demandados y participar activamente en el proceso del acuerdo
6 para garantizar un resultado justo para el Grupo en su conjunto. También participé en la mediación
7 y dediqué tiempo para revisar cuidadosamente el Acuerdo y otros documentos relacionados con
8 el caso, por mi cuenta y con mi abogado para asegurarme de que el Acuerdo y otro trabajo que
9 realizaron mis abogados fueran en el mejor interés de los Miembros del Grupo. Me he
10 comunicado y seguiré comunicándome regularmente con mi abogado para seguir el progreso del
11 caso.

12 8. Además, mi abogado me ha advertido de la posibilidad de que, si el caso se
13 perdiera, se me podría ordenar pagar los costos de los Demandados e incluso los honorarios de
14 los abogados en este caso, lo que podría llegar a ser miles de dólares al final.

15 9. Por el hecho de haber presentado esta demanda, existe un registro público en el
16 Tribunal que muestra que presenté una acción de grupo por salarios no pagados contra mi anterior
17 empleador. La Concesión de Compensación que me corresponde de \$20,000.00 no equivale al
18 daño que este caso puede causarme a mis perspectivas de trabajo futuras.

19 10. Teniendo en cuenta el tiempo, el riesgo, el estigma, la pérdida de beneficios e
20 ingresos y el excelente resultado de este caso, creo que la Concesión de Compensación solicitada
21 para mí es justa y razonable. Por lo tanto, solicito respetuosamente que el Tribunal otorgue la
22 Concesión de Compensación solicitada de \$20,000.00.

23 Declaro bajo pena de perjurio de las leyes del Estado de California que lo anterior es
24 verdadero y correcto.

25 Firmado el 01 / 15 / 2025 en Compton, CA.

26 
27 _____
28 OLGA SOTELO,
Declarante



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I am an accredited translator registered with the American Translators Association and that I am certified/accredited to translate from the English language to the Spanish language. I further declare that I have translated the attached document (“Declaration of Olga Sotelo in Support of Plaintiff Olga Sotelo’s Motion for Preliminary Approval of Class Action Settlement”) from the English language to the Spanish language.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Blanca Edwards

BLANCA A. EDWARDS,
Member of the American Translator Association
Member No. 279907, since 03/27/2008

EXHIBIT 2

1 RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
2 mstearns@rutan.com
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(Additional counsel for Plaintiff(s) listed on next page)

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
18 SPRING STREET COURTHOUSE

19 OLGA SOTELO, on behalf of herself and all
20 others similarly situated, and the general public
and an “aggrieved employee” on behalf of other
21 “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

22 Plaintiff,

23 vs.

24 FAR WEST RESTAURANT GROUP, LLC
25 (D/B/A WINGSTOP), a California limited
liability company, ZION RESTAURANT
26 GROUP, LLC, a California limited liability
company, and DOES 2-50, inclusive,

27 Defendants.
28

Case No. 23STCV12284

ASSIGNED FOR ALL PURPOSES TO:
HON. ~~MAREN NELSON~~ LAURA A. SEIGLE, DEPT.
17

**FIRST AMENDED JOINT STIPULATION
AND SETTLEMENT AGREEMENT TO
RESOLVE CLASS ACTION AND PAGA
CLAIMS**

Action Filed: May 31, 2023
1AC Filed: Aug. 1, 2023
2AC Filed: Aug. 12, 2024
Trial Date: None set

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OLGA SOTELO, and all others similarly situated

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1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 This First Amended Joint Stipulation and Settlement Agreement to Resolve Class Action
3 and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into
4 to resolve the above-captioned action, *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A*
5 *WingStop)*, Los Angeles County Superior Court Case No. 23STCV12284 (the “Action”). This
6 agreement is entered into between Plaintiff Olga Sotelo (“Plaintiff”) and Defendants Far West
7 Restaurant Group, LLC (d/b/a WingstopWingStop) (“Far West”) and Zion Restaurant Group, LLC
8 (“Zion”) (collectively, “Defendants,” and with Plaintiff, the “Parties”).

9 **DEFINITIONS**

10 1. Action. “**Action**” means *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A*
11 *WingStop), et al*, Los Angeles County Superior Court Case No. 23STCV12284.

12 2. Aggrieved Employees. “**Aggrieved Employees**” means all non-exempt, hourly-paid
13 employees of Defendants employed in California at a restaurant location at any time during the
14 PAGA Period.

15 3. Agreement or Settlement or Settlement Agreement. “**Agreement**” or “**Settlement**”
16 or “**Settlement Agreement**” means this First Amended Joint Stipulation and Settlement Agreement
17 to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.

18 4. Attorneys’ Fees and Costs.— “**Attorneys’ Fees and Costs**” means the amount
19 authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
20 resolution of the matter, in the amount that does not exceed 33 and 1/3% percent of the Gross
21 Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection
22 with this Action.

23 5. Class or Class Members. “**Class**” or “**Class Members**” means all non-exempt,
24 hourly-paid employees of Defendants employed in California at a restaurant location at any time
25 during the relevant Class Period.

26 6. Class Counsel. “**Class Counsel**” means David G. Spivak of The Spivak Law Firm
27 and Benjamin J. Smith of Smith Law.

28 7. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached

1 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

2 8. Class Period. “**Class Period**” refers to the period which begins on either (a) May
3 28, 2022 for Class Members who worked for Far West; or (b) June 5, 2023 for Class Members who
4 worked for Zion, and which ends on March ~~31, 2024 or, at the option of Defendants, any later date~~
5 ~~on or before the date the court grants preliminary approval of the Settlement, subject to the escalator~~
6 ~~provision in paragraph 48 below~~ 22, 2024.

7 9. Court. “**Court**” means the Los Angeles County Superior Court, where the Action is
8 currently pending.

9 10. Defendants. “**Defendants**” means Far West Restaurant Group, LLC, and Zion
10 Restaurant Group, LLC.

11 11. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
12 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
13 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
14 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
15 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
16 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
17 and Judgment as set forth in this Agreement.

18 12. Enhancement Award. “**Enhancement Award**” means the amount the Court
19 authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in
20 recognition of her efforts and work in prosecution of the Action, up to \$20,000.00.

21 13. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
22 hearing on final approval of the Settlement.

23 14. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
24 granting final approval of the Settlement and the separate proposed judgment, which Plaintiffs will
25 submit to the Court with the motion for final approval of the Settlement.

26 15. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
27 payment Defendants have agreed to make under this Agreement. The Gross Settlement Amount is
28 \$1,050,000.00.

1 16. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
2 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

3 17. Individual Settlement Payment. “**Individual Settlement Payment**” means the
4 individual settlement payment allocated to each Participating Class Member and/or Aggrieved
5 Employee as set forth in this Agreement, and consists of the Participating Class Member Payment
6 and the Individual PAGA Payment to the extent an employee is eligible.

7 18. Named Plaintiff. “**Named Plaintiff**” means Olga Sotelo.

8 19. Notice Period. “**Notice Period**” means the time period commencing on the date the
9 Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is re-mailed
10 to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 15
11 days after re-mailing, whichever is later.

12 20. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the
13 settlement amount to be distributed to Participating Class Members, which is the Gross Settlement
14 Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and
15 Settlement Administration Costs.

16 21. PAGA Amount. “**PAGA Amount**” means the amount of \$100,000.00, which
17 represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA
18 Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as
19 set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be
20 paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be allocated
21 to the Aggrieved Employees as the “PAGA Payment.”

22 22. PAGA Claims. “**PAGA Claims**” means, for the duration of the PAGA Period,
23 claims for penalties under the California Private Attorneys’ General Act (California Labor Code §
24 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the
25 ActionSecond Amended Complaint, filed on August 12, 2024, or that could have been alleged in
26 the ActionSecond Amended Complaint based on such facts; and/or (b) arise from the facts, matters,
27 transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters
28 sent by the Named Plaintiff to the Labor and Workforce Development Agency (“**LWDA**”) pursuant

1 to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice
2 Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA
3 Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting
4 the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on
5 alleged failures to pay all wages earned for all hours worked at the correct rate including minimum,
6 regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest
7 breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting
8 time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business
9 expenses; timely pay wages upon separation; timely pay wages owed during employment; issue
10 accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice;
11 claims for violations of California Business and Professions Code § 17200 *et seq.*; claims for
12 violations of California Labor Code §§ 201–204, 205.5, 210, 212–213, 216, 221, 223, 226, 226.3,
13 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
14 1197.5, 1198, 1198.5, 2802, and 2810.5 in connection with the allegations in the LWDA Notices
15 and Second Amended Complaint, which is the Operative Complaint; and related violations of the
16 applicable California Wage Orders.

17 23. PAGA Period. “**PAGA Period**” refers to the period that begins on either (a) May
18 28, 2022 for Aggrieved Employees who worked for Far West or (b) June 5, 2023 for Aggrieved
19 Employees who worked for Zion, and which ends on March 31, 2024 or, at the option of Defendants,
20 any later date on or before the date the court grants preliminary approval of the Settlement, subject
21 to the escalator provision in paragraph 48(a)(ii) below.

22 24. Participating Class Member. “**Participating Class Member**” means each Class
23 Member who has not timely opted out of the Settlement pursuant to this Agreement; “**Settlement**
24 **Class**” means a class of all Participating Class Members.

25 25. Parties. “**Parties**” means the Defendants and the Named Plaintiff, individually and
26 on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to
27 in the singular as a “**Party**.”

28 26. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from

1 the Court preliminarily approving this Settlement.

2 27. Released Claims. “**Released Claims**” means, for the duration of the Class Period,
3 any and all claims against Defendants and the other Released Parties that arise from the facts,
4 matters, transactions or occurrences alleged in the Action or that could have been alleged in the
5 Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the
6 Released Claims include claims for alleged failures to pay all wages earned for all hours worked at
7 the correct rate including minimum, regular, and overtime wages; provide meal periods or additional
8 pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave;
9 report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time
10 penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay
11 wages owed during employment; issue accurate itemized wage statements; maintain accurate
12 payroll records; provide wage theft notice; claims for violations of California Labor Code §§ 201–
13 204, ~~205.5~~, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512,
14 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5; related
15 violations of the applicable California Wage Orders; violations of all related or corresponding
16 federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in
17 connection with the alleged Labor Code violations alleged (or that could be alleged based on the
18 facts pled) in the Action.

19 28. Released Parties. “**Released Parties**” means and includes Far West Restaurant
20 Group, LLC, Zion Restaurant Group, LLC, and their respective current and former parents,
21 predecessors or successors, holding companies, affiliated companies or entities, owners, investors,
22 shareholders, members, partners, officers, directors, managers, employees, and agents, attorneys,
23 insurers, and representatives.

24 29. Settlement Administration Costs. “**Settlement Administration Costs**” means the
25 costs of settlement administration, including costs of notice to Class Members, distributing
26 settlement payments, and any other fees and costs incurred or charged by the Settlement
27 Administrator in connection with the execution of its duties under this Settlement.

28 30. Settlement Administrator. “**Settlement Administrator**” means CPT Group, Inc. or

1 such other third-party administrator chosen by the Parties and approved by the Court.

2 31. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
3 Date at which the Court will determine whether to fully and finally approve the fairness and
4 reasonableness of this Agreement.

5 **RECITALS**

6 32. On May 26, 2023, Named Plaintiff Olga Sotelo submitted a PAGA Notice to the
7 LWDA alleging various Labor Code violations by Far West.

8 33. On May 31, 2023, Named Plaintiff Olga Sotelo filed a class action Complaint against
9 Defendant Far West Restaurant Group, LLC in a case styled *Olga Sotelo v. Far West Restaurant*
10 *Group, LLC (D/B/A WingStop)*, Los Angeles County Superior Court Case No. 23STCV12284. The
11 Complaint alleged that Far West violated various wage-and-hour laws, including: (1) failure to pay
12 all wages earned for all hours worked and other compensable hours at the correct rates of pay, (2)
13 failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees
14 for necessary business expenses, (5) failure to furnish accurate itemized wage statements; and (6)
15 violation of the Unfair Competition Law.

16 34. On August 1, 2023, Named Plaintiff Olga Sotelo filed a First Amended Complaint
17 (“FAC”) in the Action. The FAC alleged the same claims as the original complaint, and added an
18 addition PAGA cause of action which sought civil penalties for alleged violations, including (1)
19 failure to pay all wages earned for all hours worked and other compensable hours at the correct rates
20 of pay, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify
21 employees for necessary business expenses, (5) failure to furnish accurate itemized wage statements;
22 and (6) failure to timely pay all wages earned during employment.

23 35. On March 28, 2024, the Parties participated in mediation with Lisa Klerman of the
24 Mediation Office of Lisa Klerman (the “**Mediator**”), a respected mediator of complex wage-and-
25 hour actions. The Parties, with the assistance of the Mediator’s evaluations and with the help of the
26 Mediator’s proposal, reached the settlement that is memorialized in this Agreement.

27 36. On June 5, 2024, Named Plaintiff Olga Sotelo submitted an Amended PAGA Notice
28 to the LWDA regarding additional alleged wage and hour violations that she and her counsel claim

1 to have uncovered during the course of the litigation.

2 37. On June 5, 2024, Named Plaintiff Olga Sotelo submitted a PAGA Notice to the
3 LWDA regarding alleged wage and hour violations by Zion.

4 38. On or about August 12, 2024, Named Plaintiff Olga Sotelo filed a Second Amended
5 Complaint, which added Zion as a Defendant in this Action and added claims for alleged violations
6 by Defendants that she and her counsel claim to have uncovered during the course of the litigation.

7 39. Defendants deny that they engaged in any misconduct in connection with the wage-
8 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
9 Defendants further deny that they have any liability of any kind associated with the claims alleged
10 in the Action. Defendants contend that they have complied with both federal and state wage-and-
11 hour laws, and all other laws regulating their relationships with the Class Members and the
12 Aggrieved Employees, including the Named Plaintiff.

13 40. Class Counsel has investigated the facts relating to the Action. Settlement
14 discussions were conducted at arm's length during a full-day mediation with a neutral third-party
15 mediator, and the Settlement is the result of an informed and detailed analysis of Defendants'
16 potential liability and exposure in relation to the costs and risks associated with continued litigation.
17 Based on the documents and data produced, as well as Class Counsel's own independent
18 investigation and evaluation, Class Counsel believes that the Settlement documented by this
19 Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light
20 of all known facts and circumstances, including the risk of significant delay and defenses asserted
21 to the merits of the Action. While Defendants specifically deny any liability in the Action,
22 Defendants have agreed to enter into this Settlement to avoid the costs associated with defending
23 the Action.

24 **TERMS AND CONDITIONS**

25 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
26 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
27 the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of
28 the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of

1 California, and Defendants agree that the Action shall be and are finally and fully compromised and
2 settled on the following terms and conditions:

3 41. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
4 dispute that has arisen between them and to avoid the burden, expense and risk of continued
5 litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit,
6 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
7 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
8 requirements; breached any contract; violated or breached any duty; engaged in any
9 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
10 or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any
11 of the negotiations connected with it, shall be construed as an admission or concession by
12 Defendants or any of the other Released Parties of any such violations or failures to comply with
13 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
14 this Agreement and its terms and provisions shall not be offered or received as evidence in any
15 action or proceeding to establish any liability or admission on the part of Defendants or to establish
16 the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
17 local or other applicable law.

18 42. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
19 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section
20 382, and (b) the Action may proceed as a PAGA representative action.

21 a. The Parties intend their settlement to be contingent upon the preliminary and
22 final approval of each and every term of this Agreement, without material modification. The Parties
23 and their respective counsel shall use their respective best efforts to obtain Court approval and
24 implement this Agreement in accordance with its terms. If the Court does not so approve this
25 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
26 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
27 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
28 Parties intend this Agreement to become null and void, and unenforceable, in which event the

1 settlement terms set forth in this Agreement, including any modifications made with the consent of
2 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
3 and shall become null and void and have no further force or effect, and the class certified for
4 settlement purposes pursuant to this Agreement will be decertified for all purposes.

5 b. In the event the Court does not grant preliminary or final approval of the
6 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
7 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
8 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
9 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall
10 be restored to their respective positions existing prior to the execution of this Agreement, and
11 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
12 the Action or any other litigation. Defendants do not waive, and instead expressly reserve, their
13 rights to challenge the propriety of class certification and/or the Action proceeding on a
14 representative basis for any purpose should the Court not grant preliminary or final approval of the
15 Parties' settlement.

16 43. Participating Class Members' Release Of Claims. Upon the funding of the Gross
17 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
18 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
19 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
20 and all of the Released Parties from the Released Claims that arose during the Class Period.

21 a. This release by the Named Plaintiff and each Participating Class Member is
22 intended to settle any and all of the Released Claims that any of them may have against Defendants
23 or any of the Released Parties during the Class Period.

24 b. Because it is impossible or impracticable to have each Class Member execute
25 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
26 and such notice will have the same force and effect as if the Agreement were executed by each Class
27 Member.

28 44. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA

1 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
2 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of her
3 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon
4 payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the
5 settlement to the Settlement Administrator, forever completely release and discharge Defendants
6 and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The
7 Aggrieved Employees and the State of California will be deemed by operation of the Final Order
8 and Judgment to have agreed not to sue or otherwise make a claim against Defendants and/or any
9 of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent
10 permissible by law.

11 45. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
12 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
13 Administrator, the Named Plaintiff fully releases and discharges Defendants and the other Released
14 Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims
15 to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without
16 limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to
17 the maximum extent permitted by law any claims against Defendants and the Released Parties
18 arising out of or relating to the Named Plaintiff's employment or the termination of her employment
19 with Defendants and any other Released Party. This general release by the Named Plaintiff includes
20 a waiver of Named Plaintiff's rights under Civil Code Section 1542, which provides: "A general
21 release does not extend to claims that the creditor or releasing party does not know or suspect to
22 exist in his or her favor at the time of executing the release and that, if known by him or her, would
23 have materially affected his or her settlement with the debtor or released party."

24 46. No Prior Assignments. The Named Plaintiff represents and warrants that she has not
25 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
26 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
27 released and discharged by this Agreement.

28 47. Settlement Payments And Calculation Of Claims. Subject to final Court approval

1 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
2 promises set forth in this Agreement, Defendant Far West agrees to pay the Gross Settlement
3 Amount of \$1,050,000.00-, subject to the escalator provision in paragraph 48(a)(ii) of the
4 Settlement. The Gross Settlement Amount includes, but is not limited to, payments to be made to
5 Participating Class Members, Class Counsel's Attorneys' Fees and Costs, an Enhancement Award
6 to the Named Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. For the
7 avoidance of doubt, subject to the conditions set forth in this Agreement, Defendants shall not be
8 required to pay any amount over \$1,050,000.00 (subject to the escalator provision in paragraph
9 48(a)(ii) of the Settlement) for this Settlement, apart from the employers' share of applicable payroll
10 taxes which will be paid by Defendants in addition to the Gross Settlement Amount, and as set forth
11 in Paragraph 48.

12 48. Settlement Escalator. The Settlement is based on the representation that there were
13 no more than 63,452 pay periods during the period from May 28, 2022, through February 2, 2024.
14 If the total number of pay periods during the Class Period and PAGA Period increases to a figure
15 that is greater than 70,000, Defendants will have the choice of: (a) paying a proportional increase in
16 the Gross Settlement Amount for each additional pay period over 70,000; (b) only paying a
17 proportional increase in the PAGA Payment for each additional pay period over 70,000, which will
18 be added to the Gross Settlement Amount; or (c) modifying the end date of the Class Period and/or
19 PAGA Period to a date that avoids incurring any pro-rata increase.

20 a. Example: If the total number of pay periods through the date the Court grants
21 preliminary approval of the class settlement, is 80,000 (i.e., 14% higher than 70,000), Defendants
22 would have the following options:

23 i) Increase the Gross Settlement Amount by 14% (\$147,000.00), in
24 which case both the Class Period and PAGA Period would end on, and include, the date the Court
25 grants preliminary approval of the class settlement;

26 ii) Increase only the PAGA Payment by 14% (i.e., \$14,000.00) (which
27 would be added to the Gross Settlement Amount), in which case only the PAGA Period would end
28 on, and include, the date the Court grants preliminary approval of the class settlement, and the Class

1 Period will end on whatever earlier date will result in Class Member pay periods of 70,000 or less;
2 or

3 iii) Not increase the Gross Settlement Amount and end the Class Period
4 and PAGA Period on whatever date will result in Class Member and Aggrieved Employee pay
5 periods of 70,000 or less.

6 49. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court
7 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
8 apportioned as follows:

9 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
10 Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third (33
11 and 1/3%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 48 of
12 this Agreement, equals \$350,000.00. Class Counsel will also apply to the Court for an award of
13 actual costs incurred by Class Counsel not to exceed the amount of \$25,000.00. These fees and
14 costs are included in, and shall come from, the Gross Settlement Amount. The Spivak Law Firm
15 and Smith Law will each be issued an IRS Form 1099 for any fees and costs awarded by the Court
16 pursuant to this Paragraph 49.a. Except as provided in this Paragraph 49.a, each party will bear its
17 own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the
18 Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount
19 requested, any amount not awarded will be part of the distribution to the Participating Class
20 Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this
21 Agreement.

22 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
23 will apply to the Court for approval of Settlement Administration costs, currently estimated at
24 \$29,500. These costs are included in, and shall come from, the Gross Settlement Amount. If the
25 actual amount of the Settlement Administration Costs is less than \$29,500, the difference shall be
26 added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed \$29,500
27 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
28 responsible for paying any additional funds in order to pay these additional costs.

1 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
2 Counsel will apply to the Court for an award of up to \$20,000.00 to the Named Plaintiff as an
3 Enhancement Award for her services and for assuming the risks associated with this litigation and
4 for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such
5 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
6 Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award
7 approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named
8 Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 49.e, below. If
9 the Court awards less than the amount requested, any amount not awarded will be part of the
10 distribution to the Participating Class Members as set forth in this Agreement and shall not be a
11 reason to invalidate/terminate this Agreement.

12 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
13 the Court for approval of the PAGA Amount of \$100,000.00, subject to the escalator provision in
14 paragraph 48(a)(ii) of the Settlement, for claims for civil penalties asserted under PAGA. Class
15 Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(l)(2).
16 The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be paid to the LWDA as the
17 “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be allocated to the Aggrieved
18 Employees as the “PAGA Payment.” The portion of the PAGA Payment allocated to each of the
19 Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 49.e. Any
20 Class Members who worked during the PAGA Period and who opt out of the Settlement will still
21 be considered Aggrieved Employees for purposes of this Paragraph 49.d~~d~~ and, therefore, will
22 (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all
23 PAGA Claims against the Released Parties.

24 e. Individual Settlement Payments. The Individual Settlement Payments shall
25 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
26 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved
27 Employee’s *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

28 i) Participating Class Member Payment: After deducting the approved

1 amounts specified in Paragraphs 49.a-d above, each Participating Class Member will be entitled to
2 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
3 calculated from the Net Class Settlement Amount based on the respective number of pay periods
4 worked by each Participating Class Member in a non-exempt position during the Class Period. All
5 Class Members will be deemed to have worked during at least one pay period during the Class
6 Period. Each Participating Class Member's share of the Net Class Settlement Amount will be
7 calculated by dividing the Participating Class Member's pay periods worked in a non-exempt
8 position by the total number of pay periods worked by all Class Members in a non-exempt position
9 during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class
10 Notice will include the number of pay periods that the Class Member worked during the Class Period
11 and the amount the Class Member is estimated to receive under the terms of the Settlement.

12 ii) Individual PAGA Payment: For each Aggrieved Employee, the
13 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
14 Payment, as set forth in Paragraph ~~49.d~~49.d (the Individual PAGA Payment).

15 f. The Parties acknowledge and agree that the formula used to calculate the
16 Individual Settlement Payments (including the Participating Class Member Payments and Individual
17 PAGA Payments) does not mean that all of the elements of damages, restitution, and penalties
18 alleged in the Actions are not being taken into account. The above formula was devised as a
19 practical and logistical method to simplify the participation process.

20 g. Participating Class Member Payments shall be distributed only to
21 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
22 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
23 *rata* basis based on the formula set forth in Paragraph 49.e. Individual PAGA Payments will be
24 distributed to all Aggrieved Employees.

25 h. The Parties agree that, under no circumstances shall Defendants be obligated
26 to pay any amount under this Agreement to any Class Member other than Participating Class
27 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
28 Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in

Paragraph 48, under no circumstances shall Defendants be obligated to pay more than the Gross Settlement Amount in full settlement of the Action.

50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the Individual PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts which any Participating Class Member or Aggrieved Employee may be entitled to under any benefit plans.

51. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class Members, Aggrieved Employees, and the Named Plaintiff will be paid in a net amount after applicable state and federal tax withholdings, including payroll taxes, have been deducted.

a. The Participating Class Member Payments shall be reported as follows: (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099.

b. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will calculate, withhold from the Individual Settlement Payment, and remit to applicable governmental agencies sufficient amounts as may be owed by Participating Class Members for required withholdings and taxes, including all payroll taxes. The Settlement Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that the Named

1 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
2 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
3 solely responsible for any and all tax obligations associated with such receipt.

4 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 56)
5 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
6 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
7 regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of
8 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
9 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related

10 expenses arising from any income tax return or other reporting document that may be required by
11 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

12 d. All Parties represent and acknowledge that nothing in this Agreement
13 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
14 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
15 obligations or consequences that may arise from this Agreement and Class Members shall not seek
16 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
17 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
18 Employee, including Named Plaintiff, such Class Member or Aggrieved Employee assumes all
19 responsibility for the payment of such taxes.

20 52. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
21 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
22 identifies each Class Member by name, Social Security Number, employer, and last-known address;
23 and specifies the number of pay periods worked by each Class Member in a non-exempt position
24 during the Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class
25 List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The
26 Settlement Administrator will keep the list confidential, except it shall be provided to Class Counsel
27 upon request with Social Security Numbers and address information redacted, and Class Counsel
28 agrees to use such information only for the purposes described in this Agreement.

1 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
2 search based upon the National Change of Address Database to update and correct any known or
3 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
4 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
5 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
6 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
7 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
8 undeliverable within 14 calendar days after mailing.

9 b. The Settlement Administrator will re-mail any notice packet returned by the
10 United States Postal Service with a forwarding address on or before the expiration of the Notice
11 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
12 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
13 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
14 either 60 days from the original mailing or 15 days from the re-mailing, whichever is later, to object,
15 opt out, or dispute the workweeks attributed to the Class Member.

16 c. The Settlement Administrator will use the appropriate skip tracing and
17 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
18 Class Members, and to re-mail the notice packets returned by the Postal Service without a
19 forwarding address upon locating new or alternate addresses after a reasonable search.

20 d. Class Counsel will provide to the Court, in connection with seeking final
21 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
22 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
23 additional information Class Counsel deems appropriate to provide to the Court.

24 53. Dispute Procedure. The Class Notice will include a procedure by which a Class
25 Member may dispute the number of pay periods allocated to the Class Member by submitting a
26 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
27 expiration of the Notice Period (“**Pay Period Dispute**”). To be valid, a Pay Period Dispute must
28 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the

1 Action name and case number; (iii) the number of pay periods the Class Member maintains is
2 correct; and (iv) documentary evidence sufficient to prove that Defendants' calculation of the pay
3 periods for the Class Member is incorrect, if any. Upon receipt of notice of a Pay Period Dispute,
4 the Settlement Administrator shall promptly serve Defendants' counsel with a copy of the Pay
5 Period Dispute and any accompanying papers. Defendants' counsel will inform Class Counsel of
6 any such dispute. No Pay Period Dispute shall be effective or considered for any purpose unless it
7 is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above.
8 Defendant shall have the right to respond to the Pay Period Dispute by any Class Member. The
9 Settlement Administrator will resolve the Pay Period Dispute and make a final and binding
10 determination without hearing or right of appeal.

11 a. Within 14 calendar days after the close of the Notice Period, the Settlement
12 Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount
13 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to
14 Participating Class Members and Aggrieved Employees. The report to Class Counsel will not
15 include the names or contact information of Participating Class Members and Aggrieved
16 Employees.

17 54. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
18 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
19 including the release of the Released Claims that arose during the Class Period. A Class Member
20 will not be entitled to opt out of the settlement established by this Agreement unless the Class
21 Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must:
22 (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and
23 case number; (iii) a written request clearly expressing the Class Member's desire to be excluded
24 from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the
25 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
26 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
27 Agreement.

28 a. Upon receipt of any Opt-Out Request within the Notice Period, the

1 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
2 out requirements of this Agreement.

3 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
4 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
5 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
6 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
7 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
8 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
9 Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
10 of the Notice Period, the Class Member did not make the request in a timely manner. A declaration
11 submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the
12 expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that
13 the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator
14 have the authority to extend the deadline for Class Members to submit a request to opt out of the
15 settlement without the Parties' joint written consent.

16 c. At the close of the Notice Period, the Settlement Administrator shall report
17 the names of all individuals who opted out of the Agreement to the parties and include this
18 information in a Declaration regarding the distribution of the notice that will be provided in support
19 of Plaintiff's Motion for Final Approval.

20 d. If 10% or more Class Members timely opt out of the settlement, Defendants
21 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
22 days after Defendants receive notice of the number of opt-outs. Defendants will provide written
23 notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants
24 elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
25 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
26 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
27 for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
28 it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement

1 Agreement is terminated for any other reason, including the Court's failure to grant final approval
2 of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the
3 Settlement Administrator's fees and costs.

4 55. Objections To Settlement. Any Class Member may object to the Settlement. Any
5 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
6 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel
7 will ensure that any written objections are filed with the Court concurrently with the final approval
8 documents by having it attached to the Settlement Administrator's Declaration. Class Members
9 who have not objected in writing may still appear and be heard at the Settlement Hearing.

10 a. Written objections to the Settlement must contain at least the following:
11 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to
12 the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair
13 or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the
14 final approval hearing, either in person or through counsel and, if through counsel, a statement
15 identifying that counsel by name, bar number, address, and telephone number. All objections shall
16 be signed by the objecting Class Member or the Class Member's legally-authorized representative.

17 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
18 the Final Hearing Date, file responses to any written objections submitted to the Court.

19 c. Unless they opt out of the Settlement as specified in Paragraph 54, Class
20 Members who object to the proposed settlement or the Agreement will remain Participating Class
21 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
22 remedy against Defendants and the other Released Parties. To the extent any Participating Class
23 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
24 or in part, such individuals will be bound by the Court's Final Approval Order.

25 d. In the event that any person objects to or opposes this proposed settlement or
26 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
27 Counsel will use their best efforts to defend the Settlement.

28 e. A Class Member cannot both opt out and object to the Settlement. If a Class

1 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
2 be deemed invalid.

3 56. Funding And Distribution Of Settlement.

4 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
5 Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting
6 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
7 individuals who opted out of the Settlement; the total amount payable to all Participating Class
8 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
9 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
10 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
11 designated as wages.

12 b. Upon the Court entering the Final Order and Judgment, and within 15 days
13 after the Effective Date, Defendant Far West shall remit to the Settlement Administrator the Gross
14 Settlement Amount of \$1,050,000.00, subject to the escalator provision in paragraph 48(a)(ii) of the
15 Settlement, and Defendants each shall remit to the Settlement Administrator each of the employer's
16 respective taxes for any portion of the Individual Settlement Payments designated as wages (the
17 collectively, "**Settlement Fund**"). The delivery by Defendants of the Settlement Fund to the
18 Settlement Administrator will constitute the full and complete discharge of the entire obligation of
19 Defendants under this Agreement, unless anything further is requested by the Settlement
20 Administrator to ensure timely and proper disbursement. No Released Party will have any further
21 obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees,
22 or Class Counsel under this Agreement, in connection with the claims released herein, regardless of
23 whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel
24 receive the payments from the Settlement Administrator set forth in this Agreement.

25 c. The distribution of Individual Settlement Payments to Participating Class
26 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of
27 the Settlement Fund from Defendants ("**Settlement Proceeds Distribution Deadline**"). The
28 Settlement Administrator shall be deemed to have timely distributed Individual Settlement

1 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
2 Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved
3 Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim
4 against the Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other
5 agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual
6 Settlement Payments made substantially in accordance with this Agreement or further orders of the
7 Court.

8 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
9 Enhancement Award shall occur no later than ten (10) calendar days after the Settlement
10 Administrator receives the Settlement Fund from Defendant Far West.

11 e. If a Participating Class Member's or Aggrieved Employee's check is returned
12 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
13 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
14 expressly understood and agreed that the checks for the Individual Settlement Payments, including
15 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
16 calendar days after mailing. After the checks are voided, the remaining funds from the voided
17 checks will be transferred to Court Appointed Special Advocates of Los Angeles as a *cy pres*
18 recipient.

19 f. Defendants will not be obligated to make any payments contemplated by this
20 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
21 Date of the Agreement.

22 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
23 Deadline, the Settlement Administrator will provide written certification of completion of settlement
24 administration to Class Counsel and to Defendants' Counsel.

25 57. Binding Effect Of Agreement On Class Members. Subject to final Court approval
26 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
27 Participating Class Members will be bound by this Agreement.

28 58. Binding Effect Of Agreement On Aggrieved Employees and State of California. The

1 Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed
2 by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
3 against Defendants or any of the Released Parties for any of the PAGA Claims and to be bound by
4 the release of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

5 59. Provisional Approval Of Settlement. Named Plaintiff will file a motion in the Action
6 requesting that the Court enter the Preliminary Approval Order shortly after complete execution of
7 this Agreement. Defendants will not oppose Class Counsel's motion for preliminary approval of
8 the settlement so long as the motion and supporting papers are consistent with the terms of this
9 Agreement. Class Counsel will provide Defendants' counsel at least 3 business days to review, and
10 provide comments to, the draft motion for preliminary approval of the settlement before the motion
11 and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may,
12 without opposing the preliminary approval motion, advise the Court if Defendants dispute any of
13 the factual statements concerning the claims at issue included by the Named Plaintiff in the motion
14 and supporting papers. Defendants' counsel will meet and confer with Class Counsel regarding any
15 disputed factual statements before notifying the Court of any disputes.

16 60. Non-Interference With Claims Procedure. The Parties and their counsel agree that
17 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
18 exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.
19 Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with
20 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

21 61. Final Order and Judgment. The Named Plaintiff will request that the Court enter,
22 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named
23 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
24 Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the
25 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
26 Participating Class Members release the Released Parties from the Released Claims; order that the
27 Aggrieved Employees and the State of California release the Released Parties from the PAGA
28 Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to

1 carry out the provisions of this Agreement.

2 62. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
3 settlement set forth in this Agreement does not become final, the settlement will be null and void
4 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,
5 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
6 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
7 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
8 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
9 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
10 negotiations shall not be admissible or discoverable in the Actions or otherwise.

11 63. No Double Recovery. No person who has already released, assigned, or otherwise
12 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
13 recover under this Agreement. Such persons will be excluded from the Class List.

14 64. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
15 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the
16 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
17 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
18 Paragraph 64 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on
19 any website (including, without limitation, publishing on any Twitter account, Facebook, other
20 social media, or blog, or business website) of the amount or terms of the settlement, with or without
21 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
22 other publication that summarizes the results of jury verdicts and settlements.

23 a. Notwithstanding the foregoing, Class Counsel may respond to questions
24 received from, and discuss any aspect of this Agreement with the Class Members or their legal
25 representatives, the Settlement Administrator, the Court, and representatives of the California
26 LWDA.

27 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
28 filing of information with the Court or the LWDA relating to the Settlement that is necessary to

1 effectuate this Agreement, or the online posting of documents relating to the Actions by the
2 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
3 Court.

4 c. The Named Plaintiff and Class Counsel agree that all data and information
5 informally produced by Defendants in connection with the settlement of this Action will be
6 maintained in confidence, and will not be shared with any other persons or entities.

7 65. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
8 material changes to the material terms or conditions of Paragraphs 1 through 64 of this Agreement
9 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
10 which case Defendants would not be obligated to make any payments to any Class Member, to Class
11 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith and involve the
12 Mediator as necessary before exercising such right.

13 66. Modification In Writing. This Agreement may be altered, amended, modified or
14 waived, in whole or in part, only in a writing signed by all signatories to this Agreement and
15 approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole
16 or in part, orally.

17 67. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all
18 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
19 the event the Parties are unable to reach an agreement on the form or content of any document
20 needed to implement the Settlement, or any supplemental provisions that may become necessary to
21 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator and,
22 if still unable to resolve their dispute, the Court.

23 68. Notices. All notices, requests, demands, and other communications required or
24 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
25 personally or by first class mail to the Settlement Administrator approved by the Court and the
26 undersigned persons at their respective addresses as set forth below:

27 CLASS COUNSEL

1 THE SPIVAK LAW FIRM
2 David Spivak, Esq.
3 8605 Santa Monica Blvd., PMB 42554
4 West Hollywood, CA 90069
5 Telephone: (213) 725-9094

6 SMITH LAW
7 Benjamin J. Smith, Esq.
8 8605 Santa Monica Blvd., PMB 97638
9 West Hollywood, CA 90069
10 Telephone: (818) 839-9607

11 **COUNSEL FOR DEFENDANT**

12 RUTAN & TUCKER, LLP
13 Maria Z. Stearns, Esq.
14 Kenneth J. Zielinski, Esq.
15 K. Bartlett Jordan, Esq.
16 18575 Jamboree Road, 9th Floor
17 Irvine, California 92612
18 Telephone: (714) 641-5100

19 69. Binding on Successors. This Agreement will be binding upon and will inure to the
20 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
21 legal representatives.

22 70. Entire Agreement. This Agreement constitutes the full, complete, and entire
23 understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and
24 the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the
25 settlement of the Action. This Agreement supersedes any and all prior oral or written
26 understandings, agreements, and arrangements between the Parties with respect to the settlement of
27 the Action. Except for those set forth expressly in this Agreement, there are no other agreements,
28 covenants, promises, representations or arrangements between the Parties with respect to the
settlement of the Action, the PAGA Claims, and the Released Claims against Defendants and the
Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California
Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed
according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that

1 no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms
2 of this Agreement.

3 71. Execution In Counterparts. This Agreement may be signed in one or more
4 counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement
5 (including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force
6 and effect and shall be as legally binding and enforceable as the original.

7 72. Captions. The captions, section numbers, and paragraph numbers in this Agreement
8 are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope
9 or intent of the provisions of this Agreement.

10 73. Governing Law. This Agreement shall be interpreted, construed, enforced, and
11 administered in accordance with the laws of the State of California, without regard to conflict of law
12 rules.

13 74. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
14 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
15 enforcing the terms of this Agreement.

16 75. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
17 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
18 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
19 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
20 Parties, all Parties have contributed to the preparation of this Agreement.

21 76. Representation and Warranties. Class Counsel and the Named Plaintiff represent
22 and warrant to Defendants that they are not aware of any attorneys beyond those named as Class
23 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this
24 Agreement.

25 77. Authorization to Act. Each Party to this Agreement covenants and warrants that (a)
26 such Party has full power and authority to enter into and consummate all transactions contemplated
27 by this Agreement and have duly authorized the execution, delivery, and performance of this
28 Agreement; and (b) the person executing this Agreement for such Party has the full right, power,

1 and authority to enter into this Agreement on behalf of such Party, and the full right, power, and
2 authority to execute any and all necessary instruments in connection with the Settlement, and to
3 fully bind such Party to the terms and obligations of this Agreement.

4 78. Representation By Counsel. The Parties acknowledge that each of them has been
5 represented by their respective counsel throughout all negotiations that preceded the execution of
6 this Agreement, and that this Agreement has been executed with the consent and advice of their
7 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
8 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
9 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
10 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
11 Plaintiff as provided by this Agreement.

12 79. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
13 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
14 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

15 80. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
16 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
17 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
18 arising from the Action or the Gross Settlement Amount from the Released Parties except as
19 expressly provided for in this Agreement.

20 81. No Reliance on Representations. The Parties have made such investigations of the
21 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
22 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
23 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
24 any of their rights or asserted rights, or with regard to the advisability of making and executing this
25 Agreement, or with respect to any such matters. No representations, warranties, or inducements
26 have been made to any Party concerning this Agreement.

27 82. No Collateral Attack. This Agreement will not be subject to collateral attack by any
28 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such

1 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
2 for any reason to receive timely notice of the procedure for disputing the calculation of their
3 Individual Settlement Payment, or for opting out of the Settlement.

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5 **IT IS SO AGREED:**

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1 Dated: _____

PLAINTIFF OLGA SOTELO

2

By: _____

3

Plaintiff Olga Sotelo

4

5 Dated: _____

DEFENDANT FAR WEST RESTAURANT
GROUP, LLC

6

7

By: _____

8

Its: _____

9

10 APPROVED AS TO FORM AND CONTENT:

11 Dated: _____

RUTAN & TUCKER, LLP
MARIA Z. STEARNS
KENNETH J. ZIELINSKI
K. BARTLETT JORDAN

12

13

14

By: _____

15

Kenneth J. Zielinski
Attorneys for Defendant
FAR WEST RESTAURANT GROUP, LLC
and ZION RESTAURANT GROUP, LLC

16

17 APPROVED AS TO FORM AND CONTENT, AND AGREE TO BE BOUND BY PARAGRAPH

18 64:

19 Dated: _____

THE SPIVAK LAW FIRM
DAVID SPIVAK

20

21

By: _____

22

David Spivak
Attorney for Plaintiff
OLGA SOTELO, and all others similarly
situated

23

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles Superior
Court Case Number 23STCV12284*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Far West Restaurant Group, LLC (“**Far West**”) and Zion Restaurant Group, LLC (“**Zion**”), for alleged wage and hour violations. The Action was filed by employee Olga Sotelo (“**Plaintiff**”) and seeks payment of (1) back wages and other relief for a class of nonexempt employees (“**Class Members**”) who worked for Far West at any time in California from May 28, 2022, through [Class End Date] and/or for Zion at any time in California from June 5, 2023, through [Class End Date] (the “**Class Periods**”); and (2) penalties under the Private Attorneys General Act (“**PAGA**”) for all nonexempt employees (“**Aggrieved Employees**”) who worked for Far West at any time from May 28, 2022, to the [PAGA End Date] and/or for Zion from June 5, 2023 to the [PAGA End Date] (the “**PAGA Periods**”).

The proposed settlement has two main parts: (1) a class settlement (the “**Class Settlement**”) requiring Far West and Zion to fund Participating Class Member Payments (the “**Participating Class Member Payments**”), and (2) a PAGA settlement (the “**PAGA Settlement**”) requiring Far West and Zion to fund individual PAGA payments (the “**Individual PAGA Payments**”) and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”) (collectively, the “**Settlement**”).

Based on Far West’s and/or Zion’s records and the parties’ current assumptions, **your Participating Class Member Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on the Far West’s and/or Zion’s records showing that **you worked _____ pay periods** during the Class Period and that **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period or during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Far West and Zion to make payments under the Settlement and requires Class

Members and Aggrieved Employees to give up their rights to assert certain claims against Far West and Zion.

If you worked for Far West and/or Zion during the Class Periods and/or the PAGA Periods, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Participating Class Member Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Far West and Zion.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive a Participating Class Member Payment. You will, however, preserve your right to personally pursue Class Period wage and hour claims against Far West and Zion, and you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Far West and Zion will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for a Participating Class Member Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims and PAGA claims against Far West and Zion that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion (defined below). Once excluded, you will be a Non-Participating Class Member and no longer eligible for a Participating Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Far West and Zion must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court’s decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods. Written Challenges Must be Submitted by _____.	The amount of your Participating Class Member Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period pay periods and number of PAGA Period pay periods you worked according to Far West’s and/or Zion’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee who worked at Far West. The Action accuses Far West and Zion of violating California labor laws by failing to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; to provide meal periods or additional pay in lieu thereof; to provide rest breaks or additional pay in lieu thereof; to provide paid sick leave; report paid sick leave; to pay reporting time; to pay vested vacation time at termination; to pay waiting time penalties; to reimburse necessary business expenses; to timely pay wages upon separation; to timely pay wages owed during employment; to issue accurate itemized wage statements; to maintain accurate payroll records; and provide wage theft notice. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: The Spivak Law Firm and Smith Law (collectively, “Class Counsel”).

Far West and Zion strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination as to whether Far West, Zion, or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Far West hired Lisa Klerman, an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Far West have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, neither Far West nor Zion admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Far West and Zion have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Far West and Zion Will Pay \$1,050,000 as the Gross Settlement Amount (“Gross Settlement Amount”). Far West and Zion have agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement (the “**Settlement Administrator**”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments, Named Plaintiff Enhancement Award, Class Counsel’s attorneys’ fees and costs, the Settlement Administrator’s costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Far West and Zion will fund the Gross Settlement within 15 days of the Judgment entered by the Court becomes final.

The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to ~~\$350,000~~ [one-third of the Gross Settlement Amount] (currently estimated to be \$350,000.00) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$20,000 for the Named Plaintiff for filing the Action, working with Class Counsel and representing the Class (the "**Enhancement Award**"). An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Participating Class Member Payment and any Individual PAGA Payment.
- iii. Up to \$29,500.00 to the Settlement Administrator for services administering the Settlement.
- iv. Up to \$100,000 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% (\$75,000.00) to the LWDA Payment and 25% (\$25,000.00) will be allocated to the Aggrieved Employees (the "**PAGA Payment**").

Participating Class Members have the right to object to any of these deductions, except the PAGA Amount. The Court will consider all objections.

- C. Net Class Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "**Net Class Settlement Amount**") by making Participating Class Member Payments to Participating Class Members based on their Class Period pay periods .
- D. Taxes Owed on Payments to Class Members. Plaintiff, Far West, and Zion are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages ("**Wage Portion**"), 40% to penalties, and 40% interest ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Far West and/or Zion will separately pay the employer payroll taxes each owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiff, Far West, and Zion have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Participating Class Member Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be transferred to Court Appointed Special Advocates (“CASA”) of Los Angeles as a cy pres recipient.
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than _____, that you wish to opt-out (“**Request for Exclusion**”). The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the Response Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member’s full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member’s desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Participating Class Member Payments, but will preserve their rights to personally pursue wage and hour claims against Far West and/or Zion.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Far West and Zion based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff, Far West, and Zion have agreed that, in either case, the Settlement will be void: Far West and Zion will not pay any money and Class Members will not release any claims against Far West and Zion.
- H. Settlement Administrator. The Court has appointed a neutral company, CPT Group Inc., as the Settlement Administrator to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over pay periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Far West and Zion have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Far West, Zion, or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

“Released Parties” means and includes Far West Restaurant Group, LLC, Zion Restaurant Group, LLC, and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, and agents, attorneys, insurers, and representatives.

“Released Class Claims” means, for the duration of the Class Period, any and all claims against Defendants and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims for alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Labor Code §§ 201–204, ~~205.5~~, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Action.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Far West and Zion have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Far West and Zion, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Far West, Zion, or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

“**Released PAGA Claims**” means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Action Second Amended Complaint, filed on August 12, 2024, or that could have been alleged in the Action Second Amended Complaint based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Named Plaintiff to the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Business and Professions Code § 17200 *et seq.*; claims for violations of California Labor Code §§ 201–204, 205.5, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5 in connection with the allegations in the LWDA Notices and Second Amended Complaint, which is the Operative Complaint; and related violations of the applicable California Wage Orders.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

A. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing PAGA Payment (\$25,000.00) by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

C. Pay Period Challenges. The number of Class pay periods you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Far West's and/or Zion's records, are stated in the first page of this Notice. You have until _____ to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending the attached Pay Period Dispute Form to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Far West's and/or Zion's calculation of pay periods based on Far West's and/or Zion's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Far West's and Zion's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Participating Class Member Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed Request for Exclusion to the Settlement Administrator. To be valid, your Request for Exclusion must: (i) contain your full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff, Far West, and Zion are asking the Court to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website, www.lacourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is _____.** Written objections to the Settlement must contain at least the following: (i) your full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which your objection is based; and (v) a statement of whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by you or your legally-authorized representative. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website www.cptgroup.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiff, Far West, and Zion have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the court website at www.lacourt.org. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: David Spivak
Email Address: david@spivak.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Blvd., PMB 42554, West Hollywood, CA 90069
Telephone: (213) 725-9094

Settlement Administrator:

Name of Company: CPT Group Inc.
Email Address: info@cptgroup.com
Mailing Address: 50 Corporate Park, Irvine, CA 92606
Telephone: (800) 542-0900
Fax Number: (949) 419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will no longer receive a replacement check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

NOTICE OF ESTIMATED SETTLEMENT AWARD

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles Superior Court Case Number 23STCV12284

TO CLASS MEMBER <NAME>:

TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

You have received this Notice because you are a Class Member and/or Aggrieved Employee in this Action. You are a Class Member if you are a current or former non-exempt employee who was employed by either Far West Restaurant Group, LLC (“Far West”) at any time in California from May 28, 2022, through [Class End Date] and/or Zion Restaurant Group, LLC (“Zion”) at any time in California from June 5, 2023, through [Class End Date] (the “Class Period”). You are an Aggrieved Employee if you are a current or former non-exempt employee who was employed by either Far West at any time in California from May 28, 2022, through [PAGA End Date] and/or Zion at any time in California from June 5, 2023, through [PAGA End Date] (the “PAGA Period”).

Please complete and return this Form to CPT Group, [CPT Contact Information] **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Far West’s and/or Zion’s records:

- (a) you either worked for Far West and/or Zion in California at some point during the Class Period;
- (b) you worked [REDACTED] pay periods for Far West and/or Zion in California at some point during the Class Period; and
- (c) you worked [REDACTED] pay periods for Far West and/or Zion in California at some point during the PAGA Period.

Based on the above, your Settlement award is estimated at \$ [REDACTED].

Your Individual Settlement Payment reflected on this Notice is only an estimate. The exact amount of your settlement payment could somewhat vary, up or down.

- (IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

If you dispute the above information from Far West's and/or Zion's records, please provide documentation that establishes that Far West's and/or Zion's records are mistaken. If there is a dispute about whether Far West's and/or Zion's information or yours is accurate, the dispute will be submitted to the parties and the Settlement Administrator as described in the "Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval" that accompanies this Form. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the parties.

UNLESS (1) YOUR PERSONAL CONTACT INFORMATION HAS CHANGED, AND/OR (2) YOU WISH TO DISPUTE ANY OF THE ITEMS LISTED IN SECTION (III) ABOVE, YOU SHOULD NOT RETURN THIS FORM.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT 3

1 RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
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Kenneth J. Zielinski (State Bar No. 258555)
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7 Attorneys for Defendants
FAR WEST RESTAURANT GROUP, LLC and
8 ZION RESTAURANT GROUP, LLC

9 THE SPIVAK LAW FIRM
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11 PMB 42554
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12 Telephone: (213) 725-9094
Facsimile: (213) 634-2485

13 Attorneys for Plaintiff
14 OLGA SOTELO, and all others similarly situated
(Additional counsel for Plaintiff(s) listed on next page)

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
18 SPRING STREET COURTHOUSE

19 OLGA SOTELO, on behalf of herself and all
others similarly situated, and the general public
20 and an “aggrieved employee” on behalf of other
“aggrieved employees” and the State of
21 California under the Labor Code Private
Attorneys General Act of 2004,

22 Plaintiff,

23 vs.
24

25 FAR WEST RESTAURANT GROUP, LLC
(D/B/A WINGSTOP), a California limited
liability company, ZION RESTAURANT
26 GROUP, LLC, a California limited liability
company, and DOES 2-50, inclusive,

27 Defendants.
28

Case No. 23STCV12284

ASSIGNED FOR ALL PURPOSES TO:
HON. LAURA A. SEIGLE, DEPT. 17

**FIRST AMENDED JOINT STIPULATION
AND SETTLEMENT AGREEMENT TO
RESOLVE CLASS ACTION AND PAGA
CLAIMS**

Action Filed: May 31, 2023
1AC Filed: Aug. 1, 2023
2AC Filed: Aug. 12, 2024
Trial Date: None set

1 SMITH LAW
Benjamin J. Smith (State Bar No. 266712)
2 Benjy@thesmithlawcorp.com
8605 Santa Monica Blvd.
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4 Telephone: (818) 839-9607
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5
6 Attorneys for Plaintiff
OLGA SOTELO, and all others similarly situated

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1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:**

2 This First Amended Joint Stipulation and Settlement Agreement to Resolve Class Action
3 and PAGA Claims (the “**Settlement Agreement**,” “**Agreement**,” or “**Settlement**”) is entered into
4 to resolve the above-captioned action, *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A*
5 *WingStop)*, Los Angeles County Superior Court Case No. 23STCV12284 (the “Action”). This
6 agreement is entered into between Plaintiff Olga Sotelo (“Plaintiff”) and Defendants Far West
7 Restaurant Group, LLC (d/b/a WingStop) (“Far West”) and Zion Restaurant Group, LLC (“Zion”)
8 (collectively, “Defendants,” and with Plaintiff, the “Parties”).

9 **DEFINITIONS**

10 1. Action. “**Action**” means *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A*
11 *WingStop), et al*, Los Angeles County Superior Court Case No. 23STCV12284.

12 2. Aggrieved Employees. “**Aggrieved Employees**” means all non-exempt, hourly-paid
13 employees of Defendants employed in California at a restaurant location at any time during the
14 PAGA Period.

15 3. Agreement or Settlement or Settlement Agreement. “**Agreement**” or “**Settlement**”
16 or “**Settlement Agreement**” means this First Amended Joint Stipulation and Settlement Agreement
17 to Resolve Class Action and PAGA Claims, entered into by the Parties to resolve the Actions.

18 4. Attorneys’ Fees and Costs. “**Attorneys’ Fees and Costs**” means the amount
19 authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and
20 resolution of the matter, in the amount that does not exceed 33 and 1/3% percent of the Gross
21 Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in connection
22 with this Action.

23 5. Class or Class Members. “**Class**” or “**Class Members**” means all non-exempt,
24 hourly-paid employees of Defendants employed in California at a restaurant location at any time
25 during the relevant Class Period.

26 6. Class Counsel. “**Class Counsel**” means David G. Spivak of The Spivak Law Firm
27 and Benjamin J. Smith of Smith Law.

28 7. Class Notice. “**Class Notice**” means the Notice of Class Action Settlement, attached

1 as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

2 8. Class Period. “**Class Period**” refers to the period which begins on either (a) May
3 28, 2022 for Class Members who worked for Far West; or (b) June 5, 2023 for Class Members who
4 worked for Zion, and which ends on March 22, 2024.

5 9. Court. “**Court**” means the Los Angeles County Superior Court, where the Action is
6 currently pending.

7 10. Defendants. “**Defendants**” means Far West Restaurant Group, LLC, and Zion
8 Restaurant Group, LLC.

9 11. Effective Date. The “**Effective Date**” of this Agreement will be the later of (i) the
10 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review,
11 or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final
12 Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or
13 writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further
14 judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order
15 and Judgment as set forth in this Agreement.

16 12. Enhancement Award. “**Enhancement Award**” means the amount the Court
17 authorizes to be paid to the Named Plaintiff in addition to her Individual Settlement Payment, in
18 recognition of her efforts and work in prosecution of the Action, up to \$20,000.00.

19 13. Final Hearing Date. “**Final Hearing Date**” means the date set by the Court for the
20 hearing on final approval of the Settlement.

21 14. Final Order and Judgment. “**Final Order and Judgment**” means the proposed order
22 granting final approval of the Settlement and the separate proposed judgment, which Plaintiffs will
23 submit to the Court with the motion for final approval of the Settlement.

24 15. Gross Settlement Amount. “**Gross Settlement Amount**” means the total settlement
25 payment Defendants have agreed to make under this Agreement. The Gross Settlement Amount is
26 \$1,050,000.00.

27 16. Individual PAGA Payment. “**Individual PAGA Payment**” means a payment to an
28 Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in this Agreement.

17. Individual Settlement Payment. “**Individual Settlement Payment**” means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in this Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment to the extent an employee is eligible.

18. Named Plaintiff. “**Named Plaintiff**” means Olga Sotelo.

19. Notice Period. “**Notice Period**” means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 days thereafter unless a notice is re-mailed to a Class Member, in which case, the Notice Period shall end either 60 days after mailing or 15 days after re-mailing, whichever is later.

20. Net Class Settlement Amount. “**Net Class Settlement Amount**” means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

21. PAGA Amount. “**PAGA Amount**” means the amount of \$100,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in this Agreement. The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be paid to the LWDA as the “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be allocated to the Aggrieved Employees as the “PAGA Payment.”

22. PAGA Claims. “**PAGA Claims**” means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Second Amended Complaint, filed on August 12, 2024, or that could have been alleged in the Second Amended Complaint based on such facts; and (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Named Plaintiff to the Labor and Workforce Development Agency (“**LWDA**”) pursuant to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA Notice Letter sent by

1 the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting the foregoing, and in
2 addition to the foregoing, the PAGA Claims include claims premised on alleged failures to pay all
3 wages earned for all hours worked at the correct rate including minimum, regular, and overtime
4 wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay
5 in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested
6 vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely
7 pay wages upon separation; timely pay wages owed during employment; issue accurate itemized
8 wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations
9 of California Business and Professions Code § 17200 *et seq.*; claims for violations of California
10 Labor Code §§ 201–204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6,
11 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and
12 2810.5 in connection with the allegations in the LWDA Notices and Second Amended Complaint,
13 which is the Operative Complaint; and related violations of the applicable California Wage Orders.

14 23. PAGA Period. “**PAGA Period**” refers to the period that begins on either (a) May
15 28, 2022 for Aggrieved Employees who worked for Far West or (b) June 5, 2023 for Aggrieved
16 Employees who worked for Zion, and which ends on the date the court grants preliminary approval
17 of the Settlement, subject to the escalator provision in paragraph 48(a)(ii) below.

18 24. Participating Class Member. “**Participating Class Member**” means each Class
19 Member who has not timely opted out of the Settlement pursuant to this Agreement; “**Settlement**
20 **Class**” means a class of all Participating Class Members.

21 25. Parties. “**Parties**” means the Defendants and the Named Plaintiff, individually and
22 on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to
23 in the singular as a “**Party**.”

24 26. Preliminary Approval Order. “**Preliminary Approval Order**” means an order from
25 the Court preliminarily approving this Settlement.

26 27. Released Claims. “**Released Claims**” means, for the duration of the Class Period,
27 any and all claims against Defendants and the other Released Parties that arise from the facts,
28 matters, transactions or occurrences alleged in the Action or that could have been alleged in the

1 Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the
2 Released Claims include claims for alleged failures to pay all wages earned for all hours worked at
3 the correct rate including minimum, regular, and overtime wages; provide meal periods or additional
4 pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave;
5 report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time
6 penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay
7 wages owed during employment; issue accurate itemized wage statements; maintain accurate
8 payroll records; provide wage theft notice; claims for violations of California Labor Code §§ 201–
9 204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558,
10 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5; related
11 violations of the applicable California Wage Orders; violations of all related or corresponding
12 federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in
13 connection with the alleged Labor Code violations alleged (or that could be alleged based on the
14 facts pled) in the Action.

15 28. Released Parties. “**Released Parties**” means and includes Far West Restaurant
16 Group, LLC, Zion Restaurant Group, LLC, and their respective current and former parents,
17 predecessors or successors, holding companies, affiliated companies or entities, owners, investors,
18 shareholders, members, partners, officers, directors, managers, employees, and agents, attorneys,
19 insurers, and representatives.

20 29. Settlement Administration Costs. “**Settlement Administration Costs**” means the
21 costs of settlement administration, including costs of notice to Class Members, distributing
22 settlement payments, and any other fees and costs incurred or charged by the Settlement
23 Administrator in connection with the execution of its duties under this Settlement.

24 30. Settlement Administrator. “**Settlement Administrator**” means CPT Group, Inc. or
25 such other third-party administrator chosen by the Parties and approved by the Court.

26 31. Settlement Hearing. “**Settlement Hearing**” means the hearing on the Final Hearing
27 Date at which the Court will determine whether to fully and finally approve the fairness and
28 reasonableness of this Agreement.

RECITALS

32. On May 26, 2023, Named Plaintiff Olga Sotelo submitted a PAGA Notice to the LWDA alleging various Labor Code violations by Far West.

33. On May 31, 2023, Named Plaintiff Olga Sotelo filed a class action Complaint against Defendant Far West Restaurant Group, LLC in a case styled *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop)*, Los Angeles County Superior Court Case No. 23STCV12284. The Complaint alleged that Far West violated various wage-and-hour laws, including: (1) failure to pay all wages earned for all hours worked and other compensable hours at the correct rates of pay, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees for necessary business expenses, (5) failure to furnish accurate itemized wage statements; and (6) violation of the Unfair Competition Law.

34. On August 1, 2023, Named Plaintiff Olga Sotelo filed a First Amended Complaint (“FAC”) in the Action. The FAC alleged the same claims as the original complaint, and added an addition PAGA cause of action which sought civil penalties for alleged violations, including (1) failure to pay all wages earned for all hours worked and other compensable hours at the correct rates of pay, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to indemnify employees for necessary business expenses, (5) failure to furnish accurate itemized wage statements; and (6) failure to timely pay all wages earned during employment.

35. On March 28, 2024, the Parties participated in mediation with Lisa Klerman of the Mediation Office of Lisa Klerman (the “**Mediator**”), a respected mediator of complex wage-and-hour actions. The Parties, with the assistance of the Mediator’s evaluations and with the help of the Mediator’s proposal, reached the settlement that is memorialized in this Agreement.

36. On June 5, 2024, Named Plaintiff Olga Sotelo submitted an Amended PAGA Notice to the LWDA regarding additional alleged wage and hour violations that she and her counsel claim to have uncovered during the course of the litigation.

37. On June 5, 2024, Named Plaintiff Olga Sotelo submitted a PAGA Notice to the LWDA regarding alleged wage and hour violations by Zion.

38. On or about August 12, 2024, Named Plaintiff Olga Sotelo filed a Second Amended

1 Complaint, which added Zion as a Defendant in this Action and added claims for alleged violations
2 by Defendants that she and her counsel claim to have uncovered during the course of the litigation.

3 39. Defendants deny that they engaged in any misconduct in connection with the wage-
4 and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees).
5 Defendants further deny that they have any liability of any kind associated with the claims alleged
6 in the Action. Defendants contend that they have complied with both federal and state wage-and-
7 hour laws, and all other laws regulating their relationships with the Class Members and the
8 Aggrieved Employees, including the Named Plaintiff.

9 40. Class Counsel has investigated the facts relating to the Action. Settlement
10 discussions were conducted at arm's length during a full-day mediation with a neutral third-party
11 mediator, and the Settlement is the result of an informed and detailed analysis of Defendants'
12 potential liability and exposure in relation to the costs and risks associated with continued litigation.
13 Based on the documents and data produced, as well as Class Counsel's own independent
14 investigation and evaluation, Class Counsel believes that the Settlement documented by this
15 Settlement Agreement is fair, reasonable, and adequate, and in the best interest of the Class in light
16 of all known facts and circumstances, including the risk of significant delay and defenses asserted
17 to the merits of the Action. While Defendants specifically deny any liability in the Action,
18 Defendants have agreed to enter into this Settlement to avoid the costs associated with defending
19 the Action.

20 **TERMS AND CONDITIONS**

21 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
22 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
23 the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of
24 the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
25 California, and Defendants agree that the Action shall be and are finally and fully compromised and
26 settled on the following terms and conditions:

27 41. Non-Admission Of Liability. The Parties enter into this Agreement to resolve the
28 dispute that has arisen between them and to avoid the burden, expense and risk of continued

1 litigation. In entering into this Agreement, Defendants and the other Released Parties do not admit,
2 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
3 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
4 requirements; breached any contract; violated or breached any duty; engaged in any
5 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
6 or the Aggrieved Employees. Neither this Agreement, nor any of its terms or provisions, nor any
7 of the negotiations connected with it, shall be construed as an admission or concession by
8 Defendants or any of the other Released Parties of any such violations or failures to comply with
9 any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement,
10 this Agreement and its terms and provisions shall not be offered or received as evidence in any
11 action or proceeding to establish any liability or admission on the part of Defendants or to establish
12 the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
13 local or other applicable law.

14 42. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
15 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure Section
16 382, and (b) the Action may proceed as a PAGA representative action.

17 a. The Parties intend their settlement to be contingent upon the preliminary and
18 final approval of each and every term of this Agreement, without material modification. The Parties
19 and their respective counsel shall use their respective best efforts to obtain Court approval and
20 implement this Agreement in accordance with its terms. If the Court does not so approve this
21 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
22 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
23 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
24 Parties intend this Agreement to become null and void, and unenforceable, in which event the
25 settlement terms set forth in this Agreement, including any modifications made with the consent of
26 the Parties, and any action taken or to be taken in connection with this Agreement shall be terminated
27 and shall become null and void and have no further force or effect, and the class certified for
28 settlement purposes pursuant to this Agreement will be decertified for all purposes.

1 b. In the event the Court does not grant preliminary or final approval of the
2 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
3 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
4 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
5 the Named Plaintiff, Class Members, Aggrieved Employees, and Defendants, each of whom shall
6 be restored to their respective positions existing prior to the execution of this Agreement, and
7 evidence relating to the Agreement and all negotiations shall not be discoverable or admissible in
8 the Action or any other litigation. Defendants do not waive, and instead expressly reserve, their
9 rights to challenge the propriety of class certification and/or the Action proceeding on a
10 representative basis for any purpose should the Court not grant preliminary or final approval of the
11 Parties' settlement.

12 43. Participating Class Members' Release Of Claims. Upon the funding of the Gross
13 Settlement Amount and the Employer's Taxes necessary to effectuate the Settlement to the
14 Settlement Administrator, the Named Plaintiff and all Participating Class Members shall be deemed
15 to have fully, finally, and forever released, settled, compromised, relinquished and discharged any
16 and all of the Released Parties from the Released Claims that arose during the Class Period.

17 a. This release by the Named Plaintiff and each Participating Class Member is
18 intended to settle any and all of the Released Claims that any of them may have against Defendants
19 or any of the Released Parties during the Class Period.

20 b. Because it is impossible or impracticable to have each Class Member execute
21 this Agreement, the Class Notice will advise all Class Members of the binding nature of the release
22 and such notice will have the same force and effect as if the Agreement were executed by each Class
23 Member.

24 44. Aggrieved Employees' Release of PAGA Claim. In exchange for the PAGA
25 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
26 California and all Aggrieved Employees (to the extent permitted by law), and on behalf of her
27 current, former, and future heirs, executors, administrators, attorneys, agents, and assigns will, upon
28 payment of the Gross Settlement Amount and the Employer's Taxes necessary to effectuate the

1 settlement to the Settlement Administrator, forever completely release and discharge Defendants
2 and each of the Released Parties from the PAGA Claims that arose during the PAGA Period. The
3 Aggrieved Employees and the State of California will be deemed by operation of the Final Order
4 and Judgment to have agreed not to sue or otherwise make a claim against Defendants and/or any
5 of the Released Parties for the PAGA Claims that arose during the PAGA Period, to the extent
6 permissible by law.

7 45. Full Release By The Named Plaintiff. Upon payment of the Gross Settlement
8 Amount and the Employer's Taxes necessary to effectuate the settlement to the Settlement
9 Administrator, the Named Plaintiff fully releases and discharges Defendants and the other Released
10 Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims
11 to have, or has ever had or claimed to have, against Defendants and the Released Parties. Without
12 limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to
13 the maximum extent permitted by law any claims against Defendants and the Released Parties
14 arising out of or relating to the Named Plaintiff's employment or the termination of her employment
15 with Defendants and any other Released Party. This general release by the Named Plaintiff includes
16 a waiver of Named Plaintiff's rights under Civil Code Section 1542, which provides: "A general
17 release does not extend to claims that the creditor or releasing party does not know or suspect to
18 exist in his or her favor at the time of executing the release and that, if known by him or her, would
19 have materially affected his or her settlement with the debtor or released party."

20 46. No Prior Assignments. The Named Plaintiff represents and warrants that she has not
21 directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber
22 to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights
23 released and discharged by this Agreement.

24 47. Settlement Payments And Calculation Of Claims. Subject to final Court approval
25 and the conditions specified in this Agreement, and in consideration of the mutual covenants and
26 promises set forth in this Agreement, Defendant Far West agrees to pay the Gross Settlement
27 Amount of \$1,050,000.00, subject to the escalator provision in paragraph 48(a)(ii) of the Settlement.
28 The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating

1 Class Members, Class Counsel's Attorneys' Fees and Costs, an Enhancement Award to the Named
2 Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. For the avoidance of
3 doubt, subject to the conditions set forth in this Agreement, Defendants shall not be required to pay
4 any amount over \$1,050,000.00 (subject to the escalator provision in paragraph 48(a)(ii) of the
5 Settlement) for this Settlement, apart from the employers' share of applicable payroll taxes which
6 will be paid by Defendants in addition to the Gross Settlement Amount, and as set forth in Paragraph
7 48.

8 48. Settlement Escalator. The Settlement is based on the representation that there were
9 no more than 63,452 pay periods during the period from May 28, 2022, through February 2, 2024.
10 If the total number of pay periods during the Class Period and PAGA Period increases to a figure
11 that is greater than 70,000, Defendants will have the choice of: (a) paying a proportional increase in
12 the Gross Settlement Amount for each additional pay period over 70,000; (b) only paying a
13 proportional increase in the PAGA Payment for each additional pay period over 70,000, which will
14 be added to the Gross Settlement Amount; or (c) modifying the end date of the Class Period and/or
15 PAGA Period to a date that avoids incurring any pro-rata increase.

16 a. Example: If the total number of pay periods through the date the Court grants
17 preliminary approval of the class settlement, is 80,000 (i.e., 14% higher than 70,000), Defendants
18 would have the following options:

19 i) Increase the Gross Settlement Amount by 14% (\$147,000.00), in
20 which case both the Class Period and PAGA Period would end on, and include, the date the Court
21 grants preliminary approval of the class settlement;

22 ii) Increase only the PAGA Payment by 14% (i.e., \$14,000.00) (which
23 would be added to the Gross Settlement Amount), in which case only the PAGA Period would end
24 on, and include, the date the Court grants preliminary approval of the class settlement, and the Class
25 Period will end on whatever earlier date will result in Class Member pay periods of 70,000 or less;
26 or

27 iii) Not increase the Gross Settlement Amount and end the Class Period
28 and PAGA Period on whatever date will result in Class Member and Aggrieved Employee pay

1 periods of 70,000 or less.

2 49. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court
3 approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be
4 apportioned as follows:

5 a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing,
6 Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than one-third (33
7 and 1/3%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 48 of
8 this Agreement, equals \$350,000.00. Class Counsel will also apply to the Court for an award of
9 actual costs incurred by Class Counsel not to exceed the amount of \$25,000.00. These fees and
10 costs are included in, and shall come from, the Gross Settlement Amount. The Spivak Law Firm
11 and Smith Law will each be issued an IRS Form 1099 for any fees and costs awarded by the Court
12 pursuant to this Paragraph 49.a. Except as provided in this Paragraph 49.a, each party will bear its
13 own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the
14 Actions. If the Court awards a lower amount of Attorneys' Fees and Costs than the amount
15 requested, any amount not awarded will be part of the distribution to the Participating Class
16 Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this
17 Agreement.

18 b. Settlement Administrator Costs: At the final approval hearing, Class Counsel
19 will apply to the Court for approval of Settlement Administration costs, currently estimated at
20 \$29,500. These costs are included in, and shall come from, the Gross Settlement Amount. If the
21 actual amount of the Settlement Administration Costs is less than \$29,500, the difference shall be
22 added to the Net Class Settlement Amount. If the Settlement Administration Costs exceed \$29,500
23 then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be
24 responsible for paying any additional funds in order to pay these additional costs.

25 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
26 Counsel will apply to the Court for an award of up to \$20,000.00 to the Named Plaintiff as an
27 Enhancement Award for her services and for assuming the risks associated with this litigation and
28 for the time spent in assisting Class Counsel to litigate this Action. Defendants will not oppose such

1 application. The Enhancement Award is included in, and shall come from, the Gross Settlement
2 Amount. The Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award
3 approved by the Court pursuant to this Paragraph. The Enhancement Award payable to the Named
4 Plaintiff shall be in addition to any payment she may receive pursuant to Paragraph 49.e, below. If
5 the Court awards less than the amount requested, any amount not awarded will be part of the
6 distribution to the Participating Class Members as set forth in this Agreement and shall not be a
7 reason to invalidate/terminate this Agreement.

8 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
9 the Court for approval of the PAGA Amount of \$100,000.00, subject to the escalator provision in
10 paragraph 48(a)(ii) of the Settlement, for claims for civil penalties asserted under PAGA. Class
11 Counsel will submit notice of this Settlement to the LWDA, as required by Labor Code § 2699(l)(2).
12 The Parties agree that 75% of the PAGA Amount (\$75,000.00) will be paid to the LWDA as the
13 “**LWDA Payment**,” and the remaining 25% (\$25,000.00) will be allocated to the Aggrieved
14 Employees as the “PAGA Payment.” The portion of the PAGA Payment allocated to each of the
15 Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 49.e. Any
16 Class Members who worked during the PAGA Period and who opt out of the Settlement will still
17 be considered Aggrieved Employees for purposes of this Paragraph 49.d and, therefore, will
18 (i) receive their portion of the PAGA Payment (the Individual PAGA Payment); and (ii) release all
19 PAGA Claims against the Released Parties.

20 e. Individual Settlement Payments. The Individual Settlement Payments shall
21 consist of: (i) each Participating Class Member’s *pro rata* portion of the Net Class Settlement
22 Amount (the “**Participating Class Member Payment**”); and (ii) if applicable, each Aggrieved
23 Employee’s *pro rata* portion of the PAGA Payment (the Individual PAGA Payment).

24 i) Participating Class Member Payment: After deducting the approved
25 amounts specified in Paragraphs 49.a-d above, each Participating Class Member will be entitled to
26 a *pro rata* portion of the remaining amount. Participating Class Member Payments will be
27 calculated from the Net Class Settlement Amount based on the respective number of pay periods
28 worked by each Participating Class Member in a non-exempt position during the Class Period. All

1 Class Members will be deemed to have worked during at least one pay period during the Class
2 Period. Each Participating Class Member's share of the Net Class Settlement Amount will be
3 calculated by dividing the Participating Class Member's pay periods worked in a non-exempt
4 position by the total number of pay periods worked by all Class Members in a non-exempt position
5 during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class
6 Notice will include the number of pay periods that the Class Member worked during the Class Period
7 and the amount the Class Member is estimated to receive under the terms of the Settlement.

8 ii) Individual PAGA Payment: For each Aggrieved Employee, the
9 Individual Settlement Payment will also include the Class Member's *pro rata* share of the PAGA
10 Payment, as set forth in Paragraph 49.d (the Individual PAGA Payment).

11 f. The Parties acknowledge and agree that the formula used to calculate the
12 Individual Settlement Payments (including the Participating Class Member Payments and Individual
13 PAGA Payments) does not mean that all of the elements of damages, restitution, and penalties
14 alleged in the Actions are not being taken into account. The above formula was devised as a
15 practical and logistical method to simplify the participation process.

16 g. Participating Class Member Payments shall be distributed only to
17 Participating Class Members. The portion of the Net Class Settlement Amount allocated to Class
18 Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro*
19 *rata* basis based on the formula set forth in Paragraph 49.e. Individual PAGA Payments will be
20 distributed to all Aggrieved Employees.

21 h. The Parties agree that, under no circumstances shall Defendants be obligated
22 to pay any amount under this Agreement to any Class Member other than Participating Class
23 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
24 Member opting-out of the Settlement. In addition, the Parties agree that, except as provided in
25 Paragraph 48, under no circumstances shall Defendants be obligated to pay more than the Gross
26 Settlement Amount in full settlement of the Action.

27 50. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
28 Participating Class Members under this Agreement, including the Individual PAGA Payments made

1 to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit
2 plans to which any Participating Class Member or Aggrieved Employees may be eligible including,
3 but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
4 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
5 that this Agreement will not affect any rights, contributions, or amounts which any Participating
6 Class Member or Aggrieved Employee may be entitled to under any benefit plans.

7 51. Taxation Of Settlement Proceeds. All settlement payments paid to Participating
8 Class Members, Aggrieved Employees, and the Named Plaintiff will be paid in a net amount after
9 applicable state and federal tax withholdings, including payroll taxes, have been deducted.

10 a. The Participating Class Member Payments shall be reported as follows:
11 (i) 20% of the amount distributed to each Participating Class Member will be considered wages, and
12 will be reported as such to each Participating Class Member on a W-2 Form; (ii) 40% of the amount
13 distributed to each Participating Class Member will be considered interest on the unpaid wages, and
14 will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 40% of
15 the amount distributed to each Participating Class Member will be considered statutory penalties,
16 and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA
17 Payments distributed to each Aggrieved Employee will be considered penalties and will be reported
18 on an IRS Form 1099.

19 b. Prior to mailing the Individual Settlement Payments, the Settlement
20 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
21 applicable governmental agencies sufficient amounts as may be owed by Participating Class
22 Members for required withholdings and taxes, including all payroll taxes. The Settlement
23 Administrator will issue appropriate tax forms to each Participating Class Member and Aggrieved
24 Employee consistent with the foregoing breakdown. The Parties understand that the Named
25 Plaintiff, Participating Class Members, and Aggrieved Employees who receive an Individual
26 Settlement Payment, including an Individual PAGA Payment, pursuant to this Agreement shall be
27 solely responsible for any and all tax obligations associated with such receipt.

28 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 56)

1 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
2 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
3 regulations. Furthermore, the Settlement Administrator is designated as the “**Administrator**” of
4 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
5 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
6 expenses arising from any income tax return or other reporting document that may be required by
7 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement Fund.

8 d. All Parties represent and acknowledge that nothing in this Agreement
9 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
10 Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any such tax
11 obligations or consequences that may arise from this Agreement and Class Members shall not seek
12 any indemnification from the Parties or any of the Released Parties in this regard. In the event that
13 any taxing body determines that additional taxes are due from any Class Member or Aggrieved
14 Employee, including Named Plaintiff, such Class Member or Aggrieved Employee assumes all
15 responsibility for the payment of such taxes.

16 52. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
17 Order, Defendants will provide to the Settlement Administrator a list of Class Members that
18 identifies each Class Member by name, Social Security Number, employer, and last-known address;
19 and specifies the number of pay periods worked by each Class Member in a non-exempt position
20 during the Class Period and the PAGA Period (the “**Class List**”). Defendants will provide the Class
21 List in an Excel file or other format reasonably acceptable to the Settlement Administrator. The
22 Settlement Administrator will keep the list confidential, except it shall be provided to Class Counsel
23 upon request with Social Security Numbers and address information redacted, and Class Counsel
24 agrees to use such information only for the purposes described in this Agreement.

25 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
26 search based upon the National Change of Address Database to update and correct any known or
27 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
28 determine the current mailing address for each Class Member. Within 14 calendar days after receipt

1 of the Class List from Defendant, the Settlement Administrator will send the Class Notice to each
2 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
3 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
4 undeliverable within 14 calendar days after mailing.

5 b. The Settlement Administrator will re-mail any notice packet returned by the
6 United States Postal Service with a forwarding address on or before the expiration of the Notice
7 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
8 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
9 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
10 either 60 days from the original mailing or 15 days from the re-mailing, whichever is later, to object,
11 opt out, or dispute the workweeks attributed to the Class Member.

12 c. The Settlement Administrator will use the appropriate skip tracing and
13 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
14 Class Members, and to re-mail the notice packets returned by the Postal Service without a
15 forwarding address upon locating new or alternate addresses after a reasonable search.

16 d. Class Counsel will provide to the Court, in connection with seeking final
17 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
18 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
19 additional information Class Counsel deems appropriate to provide to the Court.

20 53. Dispute Procedure. The Class Notice will include a procedure by which a Class
21 Member may dispute the number of pay periods allocated to the Class Member by submitting a
22 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
23 expiration of the Notice Period (“**Pay Period Dispute**”). To be valid, a Pay Period Dispute must
24 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the
25 Action name and case number; (iii) the number of pay periods the Class Member maintains is
26 correct; and (iv) documentary evidence sufficient to prove that Defendants’ calculation of the pay
27 periods for the Class Member is incorrect, if any. Upon receipt of notice of a Pay Period Dispute,
28 the Settlement Administrator shall promptly serve Defendants’ counsel with a copy of the Pay

1 Period Dispute and any accompanying papers. Defendants' counsel will inform Class Counsel of
2 any such dispute. No Pay Period Dispute shall be effective or considered for any purpose unless it
3 is timely mailed by U.S. mail to and received by the Settlement Administrator as provided above.
4 Defendant shall have the right to respond to the Pay Period Dispute by any Class Member. The
5 Settlement Administrator will resolve the Pay Period Dispute and make a final and binding
6 determination without hearing or right of appeal.

7 a. Within 14 calendar days after the close of the Notice Period, the Settlement
8 Administrator will provide Class Counsel and Defendants' counsel with a report listing the amount
9 of all Individual Settlement Payments, including Individual PAGA Payments, to be made to
10 Participating Class Members and Aggrieved Employees. The report to Class Counsel will not
11 include the names or contact information of Participating Class Members and Aggrieved
12 Employees.

13 54. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
14 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
15 including the release of the Released Claims that arose during the Class Period. A Class Member
16 will not be entitled to opt out of the settlement established by this Agreement unless the Class
17 Member submits a valid opt-out request ("**Opt-Out Request**"). A valid Opt-Out Request must:
18 (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and
19 case number; (iii) a written request clearly expressing the Class Member's desire to be excluded
20 from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the
21 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
22 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
23 Agreement.

24 a. Upon receipt of any Opt-Out Request within the Notice Period, the
25 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-
26 out requirements of this Agreement.

27 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
28 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise

1 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
2 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
3 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
4 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
5 Defendants. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end
6 of the Notice Period, the Class Member did not make the request in a timely manner. A declaration
7 submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the
8 expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that
9 the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator
10 have the authority to extend the deadline for Class Members to submit a request to opt out of the
11 settlement without the Parties' joint written consent.

12 c. At the close of the Notice Period, the Settlement Administrator shall report
13 the names of all individuals who opted out of the Agreement to the parties and include this
14 information in a Declaration regarding the distribution of the notice that will be provided in support
15 of Plaintiff's Motion for Final Approval.

16 d. If 10% or more Class Members timely opt out of the settlement, Defendants
17 will have the sole and absolute discretion to withdraw from this Agreement within ten (10) calendar
18 days after Defendants receive notice of the number of opt-outs. Defendants will provide written
19 notice to Class Counsel if they intend to withdraw from this Agreement. In the event that Defendants
20 elect to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement
21 for failure to satisfy a condition of settlement, and the Agreement shall become null and void and
22 have no further force or effect, and the class certified pursuant to this Agreement will be decertified
23 for all purposes. If Defendants choose to terminate this Settlement Agreement under this provision,
24 it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement
25 Agreement is terminated for any other reason, including the Court's failure to grant final approval
26 of the Parties' settlement, then Class Counsel and Defendants will be jointly responsible for the
27 Settlement Administrator's fees and costs.

28 55. Objections To Settlement. Any Class Member may object to the Settlement. Any

1 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
2 copy to Class Counsel and counsel for Defendants) by the close of the Notice Period. Class Counsel
3 will ensure that any written objections are filed with the Court concurrently with the final approval
4 documents by having it attached to the Settlement Administrator's Declaration. Class Members
5 who have not objected in writing may still appear and be heard at the Settlement Hearing.

6 a. Written objections to the Settlement must contain at least the following:
7 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to
8 the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is unfair
9 or objects to the Settlement; and (iv) a statement of whether the objector intends to appear at the
10 final approval hearing, either in person or through counsel and, if through counsel, a statement
11 identifying that counsel by name, bar number, address, and telephone number. All objections shall
12 be signed by the objecting Class Member or the Class Member's legally-authorized representative.

13 b. Class Counsel or Defendants' counsel may, up to five (5) court days before
14 the Final Hearing Date, file responses to any written objections submitted to the Court.

15 c. Unless they opt out of the Settlement as specified in Paragraph 54, Class
16 Members who object to the proposed settlement or the Agreement will remain Participating Class
17 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
18 remedy against Defendants and the other Released Parties. To the extent any Participating Class
19 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
20 or in part, such individuals will be bound by the Court's Final Approval Order.

21 d. In the event that any person objects to or opposes this proposed settlement or
22 the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
23 Counsel will use their best efforts to defend the Settlement.

24 e. A Class Member cannot both opt out and object to the Settlement. If a Class
25 Member both objects and opts out of the Settlement, the opt-out will control and the objection will
26 be deemed invalid.

27 56. Funding And Distribution Of Settlement.

28 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement

1 Administrator will provide a draft declaration to Class Counsel and Defendants' counsel setting
2 forth the number of Participating Class Members and Aggrieved Employees; the identity of those
3 individuals who opted out of the Settlement; the total amount payable to all Participating Class
4 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
5 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
6 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
7 designated as wages.

8 b. Upon the Court entering the Final Order and Judgment, and within 15 days
9 after the Effective Date, Defendant Far West shall remit to the Settlement Administrator the Gross
10 Settlement Amount of \$1,050,000.00, subject to the escalator provision in paragraph 48(a)(ii) of the
11 Settlement, and Defendants each shall remit to the Settlement Administrator each of the employer's
12 respective taxes for any portion of the Individual Settlement Payments designated as wages (the
13 collectively, "**Settlement Fund**"). The delivery by Defendants of the Settlement Fund to the
14 Settlement Administrator will constitute the full and complete discharge of the entire obligation of
15 Defendants under this Agreement, unless anything further is requested by the Settlement
16 Administrator to ensure timely and proper disbursement. No Released Party will have any further
17 obligation or liability to the Named Plaintiff, Participating Class Members, Aggrieved Employees,
18 or Class Counsel under this Agreement, in connection with the claims released herein, regardless of
19 whether the Named Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel
20 receive the payments from the Settlement Administrator set forth in this Agreement.

21 c. The distribution of Individual Settlement Payments to Participating Class
22 Members and Aggrieved Employees will occur no later than ten (10) calendar days after receipt of
23 the Settlement Fund from Defendants ("**Settlement Proceeds Distribution Deadline**"). The
24 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
25 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
26 Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved
27 Employees by the Settlement Proceeds Distribution Deadline. No person will have any claim
28 against the Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other

1 agent designated by the Named Plaintiff or Class Counsel based upon the distribution of Individual
2 Settlement Payments made substantially in accordance with this Agreement or further orders of the
3 Court.

4 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
5 Enhancement Award shall occur no later than ten (10) calendar days after the Settlement
6 Administrator receives the Settlement Fund from Defendant Far West.

7 e. If a Participating Class Member's or Aggrieved Employee's check is returned
8 to the Settlement Administrator, the Settlement Administrator will make reasonable efforts to re-
9 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
10 expressly understood and agreed that the checks for the Individual Settlement Payments, including
11 the Individual PAGA Payments, will become void and no longer available if not cashed within 180
12 calendar days after mailing. After the checks are voided, the remaining funds from the voided
13 checks will be transferred to Court Appointed Special Advocates of Los Angeles as a *cy pres*
14 recipient.

15 f. Defendants will not be obligated to make any payments contemplated by this
16 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
17 Date of the Agreement.

18 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
19 Deadline, the Settlement Administrator will provide written certification of completion of settlement
20 administration to Class Counsel and to Defendants' Counsel.

21 57. Binding Effect Of Agreement On Class Members. Subject to final Court approval
22 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
23 Participating Class Members will be bound by this Agreement.

24 58. Binding Effect Of Agreement On Aggrieved Employees and State of California. The
25 Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed
26 by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
27 against Defendants or any of the Released Parties for any of the PAGA Claims and to be bound by
28 the release of the PAGA Released Claims during the PAGA Period as set forth in this Agreement.

1 59. Provisional Approval Of Settlement. Named Plaintiff will file a motion in the Action
2 requesting that the Court enter the Preliminary Approval Order shortly after complete execution of
3 this Agreement. Defendants will not oppose Class Counsel's motion for preliminary approval of
4 the settlement so long as the motion and supporting papers are consistent with the terms of this
5 Agreement. Class Counsel will provide Defendants' counsel at least 3 business days to review, and
6 provide comments to, the draft motion for preliminary approval of the settlement before the motion
7 and supporting papers are filed with the Court. Notwithstanding the foregoing, Defendants may,
8 without opposing the preliminary approval motion, advise the Court if Defendants dispute any of
9 the factual statements concerning the claims at issue included by the Named Plaintiff in the motion
10 and supporting papers. Defendants' counsel will meet and confer with Class Counsel regarding any
11 disputed factual statements before notifying the Court of any disputes.

12 60. Non-Interference With Claims Procedure. The Parties and their counsel agree that
13 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for
14 exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.
15 Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with
16 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

17 61. Final Order and Judgment. The Named Plaintiff will request that the Court enter,
18 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment. Named
19 Plaintiff will request that the Final Order and Judgment certify the Participating Class; find that this
20 Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the Class and the
21 Aggrieved Employees; list the employees (if any) who opted-out of the settlement; order that the
22 Participating Class Members release the Released Parties from the Released Claims; order that the
23 Aggrieved Employees and the State of California release the Released Parties from the PAGA
24 Claims as set forth in this Agreement (to the extent permitted by law); and require the Parties to
25 carry out the provisions of this Agreement.

26 62. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
27 settlement set forth in this Agreement does not become final, the settlement will be null and void
28 and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be vacated,

1 and the Parties will be returned to the status quo prior to entering this Agreement with respect to the
2 Actions, as if the Parties had never entered into this Agreement, and the class certified pursuant to
3 this Agreement will be decertified for all purposes. In addition, in such event, the Agreement and
4 all negotiations, court orders, and proceedings relating to this Agreement shall be without prejudice
5 to the rights of any and all parties to this Agreement, and evidence relating to the Agreement and all
6 negotiations shall not be admissible or discoverable in the Actions or otherwise.

7 63. No Double Recovery. No person who has already released, assigned, or otherwise
8 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
9 recover under this Agreement. Such persons will be excluded from the Class List.

10 64. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
11 publicize the filing of the Action, the Parties' settlement, this Agreement and its terms, or the
12 negotiations leading to this Agreement with anyone other than the Court, Class Members, or those
13 individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in this
14 Paragraph 64 includes, but is not limited to: (i) publication by Named Plaintiff or Class Counsel on
15 any website (including, without limitation, publishing on any Twitter account, Facebook, other
16 social media, or blog, or business website) of the amount or terms of the settlement, with or without
17 identifying information; and (ii) the submission of information to Verdicts & Settlements or any
18 other publication that summarizes the results of jury verdicts and settlements.

19 a. Notwithstanding the foregoing, Class Counsel may respond to questions
20 received from, and discuss any aspect of this Agreement with the Class Members or their legal
21 representatives, the Settlement Administrator, the Court, and representatives of the California
22 LWDA.

23 b. Notwithstanding the forgoing, nothing in this Paragraph shall prohibit the
24 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
25 effectuate this Agreement, or the online posting of documents relating to the Actions by the
26 Settlement Administrator as permitted by this Agreement, including the Judgment entered by the
27 Court.

28 c. The Named Plaintiff and Class Counsel agree that all data and information

1 informally produced by Defendants in connection with the settlement of this Action will be
2 maintained in confidence, and will not be shared with any other persons or entities.

3 65. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
4 material changes to the material terms or conditions of Paragraphs 1 through 64 of this Agreement
5 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement, in
6 which case Defendants would not be obligated to make any payments to any Class Member, to Class
7 Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith and involve the
8 Mediator as necessary before exercising such right.

9 66. Modification In Writing. This Agreement may be altered, amended, modified or
10 waived, in whole or in part, only in a writing signed by all signatories to this Agreement and
11 approved by the Court. This Agreement may not be amended, altered, modified or waived, in whole
12 or in part, orally.

13 67. Ongoing Cooperation. The Named Plaintiff and Defendants will execute all
14 documents and perform all acts necessary and proper to effectuate the terms of this Agreement. In
15 the event the Parties are unable to reach an agreement on the form or content of any document
16 needed to implement the Settlement, or any supplemental provisions that may become necessary to
17 effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator and,
18 if still unable to resolve their dispute, the Court.

19 68. Notices. All notices, requests, demands, and other communications required or
20 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
21 personally or by first class mail to the Settlement Administrator approved by the Court and the
22 undersigned persons at their respective addresses as set forth below:

23 CLASS COUNSEL

24
25 THE SPIVAK LAW FIRM
26 David Spivak, Esq.
27 8605 Santa Monica Blvd., PMB 42554
28 West Hollywood, CA 90069
Telephone: (213) 725-9094

SMITH LAW
Benjamin J. Smith, Esq.
8605 Santa Monica Blvd., PMB 97638
West Hollywood, CA 90069
Telephone: (818) 839-9607

COUNSEL FOR DEFENDANT

RUTAN & TUCKER, LLP
Maria Z. Stearns, Esq.
Kenneth J. Zielinski, Esq.
K. Bartlett Jordan, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

69. Binding on Successors. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives.

70. Entire Agreement. This Agreement constitutes the full, complete, and entire understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and the Aggrieved Employees, on the one hand, and Defendants, on the other hand, with respect to the settlement of the Action. This Agreement supersedes any and all prior oral or written understandings, agreements, and arrangements between the Parties with respect to the settlement of the Action. Except for those set forth expressly in this Agreement, there are no other agreements, covenants, promises, representations or arrangements between the Parties with respect to the settlement of the Action, the PAGA Claims, and the Released Claims against Defendants and the Released Parties. The Parties explicitly recognize California Civil Code section 1625 and California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

71. Execution In Counterparts. This Agreement may be signed in one or more counterparts. All executed copies of this Settlement Agreement, and photocopies of the Agreement

(including DocuSign, facsimile and e-mail copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

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

73. Governing Law. This Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the State of California, without regard to conflict of law rules.

74. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and enforcing the terms of this Agreement.

75. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

76. Representation and Warranties. Class Counsel and the Named Plaintiff represent and warrant to Defendants that they are not aware of any attorneys beyond those named as Class Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this Agreement.

77. Authorization to Act. Each Party to this Agreement covenants and warrants that (a) such Party has full power and authority to enter into and consummate all transactions contemplated by this Agreement and have duly authorized the execution, delivery, and performance of this Agreement; and (b) the person executing this Agreement for such Party has the full right, power, and authority to enter into this Agreement on behalf of such Party, and the full right, power, and authority to execute any and all necessary instruments in connection with the Settlement, and to fully bind such Party to the terms and obligations of this Agreement.

78. Representation By Counsel. The Parties acknowledge that each of them has been

1 represented by their respective counsel throughout all negotiations that preceded the execution of
2 this Agreement, and that this Agreement has been executed with the consent and advice of their
3 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that there
4 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
5 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
6 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
7 Plaintiff as provided by this Agreement.

8 79. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
9 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
10 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

11 80. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
12 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
13 Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements
14 arising from the Action or the Gross Settlement Amount from the Released Parties except as
15 expressly provided for in this Agreement.

16 81. No Reliance on Representations. The Parties have made such investigations of the
17 facts and the law pertaining to the matters described in this Agreement as they deem necessary, and
18 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
19 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
20 any of their rights or asserted rights, or with regard to the advisability of making and executing this
21 Agreement, or with respect to any such matters. No representations, warranties, or inducements
22 have been made to any Party concerning this Agreement.

23 82. No Collateral Attack. This Agreement will not be subject to collateral attack by any
24 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
25 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
26 for any reason to receive timely notice of the procedure for disputing the calculation of their
27 Individual Settlement Payment, or for opting out of the Settlement.

28 ///

IT IS SO AGREED:

Dated: _____

PLAINTIFF OLGA SOTELO

By: _____
Plaintiff Olga Sotelo

Dated: January 17, 2025

DEFENDANT FAR WEST RESTAURANT
GROUP, LLC

DocuSigned by:

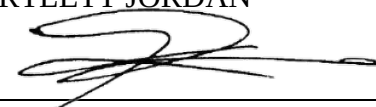

By: Jorge Ortiz

Its: President

APPROVED AS TO FORM AND CONTENT:

Dated: January 17, 2025

RUTAN & TUCKER, LLP
MARIA Z. STEARNS
KENNETH J. ZIELINSKI
K. BARTLETT JORDAN

By: 
Kenneth J. Zielinski
Attorneys for Defendant
FAR WEST RESTAURANT GROUP, LLC
and ZION RESTAURANT GROUP, LLC

APPROVED AS TO FORM AND CONTENT, AND AGREE TO BE BOUND BY PARAGRAPH
64:

Dated: _____

THE SPIVAK LAW FIRM
DAVID SPIVAK

By: _____
David Spivak
Attorney for Plaintiff
OLGA SOTELO, and all others similarly
situated

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IT IS SO AGREED:

Dated: _____

PLAINTIFF OLGA SOTELO

By: _____
Plaintiff Olga Sotelo

Dated: _____

DEFENDANT FAR WEST RESTAURANT
GROUP, LLC

By: _____
Its: _____

APPROVED AS TO FORM AND CONTENT:

Dated: _____

RUTAN & TUCKER, LLP
MARIA Z. STEARNS
KENNETH J. ZIELINSKI
K. BARTLETT JORDAN

By: _____
Kenneth J. Zielinski
Attorneys for Defendant
FAR WEST RESTAURANT GROUP, LLC
and ZION RESTAURANT GROUP, LLC

APPROVED AS TO FORM AND CONTENT, AND AGREE TO BE BOUND BY PARAGRAPH
64:

Dated: 01 / 17 / 2025

THE SPIVAK LAW FIRM
DAVID SPIVAK

By: 
David Spivak
Attorney for Plaintiff
OLGA SOTELO, and all others similarly
situated

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

*Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles Superior
Court Case Number 23STCV12284*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“**Action**”) against Far West Restaurant Group, LLC (“**Far West**”) and Zion Restaurant Group, LLC (“**Zion**”), for alleged wage and hour violations. The Action was filed by employee Olga Sotelo (“**Plaintiff**”) and seeks payment of (1) back wages and other relief for a class of nonexempt employees (“**Class Members**”) who worked for Far West at any time in California from May 28, 2022, through [Class End Date] and/or for Zion at any time in California from June 5, 2023, through [Class End Date] (the “**Class Periods**”); and (2) penalties under the Private Attorneys General Act (“**PAGA**”) for all nonexempt employees (“**Aggrieved Employees**”) who worked for Far West at any time from May 28, 2022, to the [PAGA End Date] and/or for Zion from June 5, 2023 to the [PAGA End Date] (the “**PAGA Periods**”).

The proposed settlement has two main parts: (1) a class settlement (the “**Class Settlement**”) requiring Far West and Zion to fund Participating Class Member Payments (the “**Participating Class Member Payments**”), and (2) a PAGA settlement (the “**PAGA Settlement**”) requiring Far West and Zion to fund individual PAGA payments (the “**Individual PAGA Payments**”) and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”) (collectively, the “**Settlement**”).

Based on Far West’s and/or Zion’s records and the parties’ current assumptions, **your Participating Class Member Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on the Far West’s and/or Zion’s records showing that **you worked _____ pay periods** during the Class Period and that **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period or during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment that requires Far West and Zion to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Far West and Zion.

If you worked for Far West and/or Zion during the Class Periods and/or the PAGA Periods, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Participating Class Member Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Far West and Zion.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive a Participating Class Member Payment. You will, however, preserve your right to personally pursue Class Period wage and hour claims against Far West and Zion, and you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Far West and Zion will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for a Participating Class Member Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims and PAGA claims against Far West and Zion that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion (defined below). Once excluded, you will be a Non-Participating Class Member and no longer eligible for a Participating Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Far West and Zion must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court’s decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods. Written Challenges Must be Submitted by _____.	The amount of your Participating Class Member Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period pay periods and number of PAGA Period pay periods you worked according to Far West’s and/or Zion’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee who worked at Far West. The Action accuses Far West and Zion of violating California labor laws by failing to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; to provide meal periods or additional pay in lieu thereof; to provide rest breaks or additional pay in lieu thereof; to provide paid sick leave; report paid sick leave; to pay reporting time; to pay vested vacation time at termination; to pay waiting time penalties; to reimburse necessary business expenses; to timely pay wages upon separation; to timely pay wages owed during employment; to issue accurate itemized wage statements; to maintain accurate payroll records; and provide wage theft notice. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: The Spivak Law Firm and Smith Law (collectively, “Class Counsel”).

Far West and Zion strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination as to whether Far West, Zion, or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Far West hired Lisa Klerman, an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Far West have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, neither Far West nor Zion admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Far West and Zion have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Far West and Zion Will Pay \$1,050,000 as the Gross Settlement Amount (“Gross Settlement Amount”). Far West and Zion have agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement (the “Settlement Administrator”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments, Named Plaintiff Enhancement Award, Class Counsel’s attorneys’ fees and costs, the Settlement Administrator’s costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Far West and Zion will fund the Gross Settlement within 15 days of the Judgment entered by the Court becomes final.

The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- i. Up to one-third of the Gross Settlement Amount (currently estimated to be \$350,000.00) to Class Counsel for attorneys’ fees and up to \$25,000 for their

litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- ii. Up to \$20,000 for the Named Plaintiff for filing the Action, working with Class Counsel and representing the Class (the “**Enhancement Award**”). An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff’s Participating Class Member Payment and any Individual PAGA Payment.
- iii. Up to \$29,500.00 to the Settlement Administrator for services administering the Settlement.
- iv. Up to \$100,000 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% (\$75,000.00) to the LWDA Payment and 25% (\$25,000.00) will be allocated to the Aggrieved Employees (the “**PAGA Payment**”).

Participating Class Members have the right to object to any of these deductions, except the PAGA Amount. The Court will consider all objections.

- C. Net Class Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the “**Net Class Settlement Amount**”) by making Participating Class Member Payments to Participating Class Members based on their Class Period pay periods .
- D. Taxes Owed on Payments to Class Members. Plaintiff, Far West, and Zion are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages (“**Wage Portion**”), 40% to penalties, and 40% interest (“**Non-Wage Portion**”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Far West and/or Zion will separately pay the employer payroll taxes each owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiff, Far West, and Zion have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Participating Class Member Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be

automatically cancelled, and the monies will be transferred to Court Appointed Special Advocates (“CASA”) of Los Angeles as a cy pres recipient.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Settlement Administrator in writing, not later than _____, that you wish to opt-out (“**Request for Exclusion**”). The easiest way to notify the Settlement Administrator is to send a written and signed Request for Exclusion by the Response Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member’s full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing the Class Member’s desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Participating Class Member Payments, but will preserve their rights to personally pursue wage and hour claims against Far West and/or Zion.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Far West and Zion based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff, Far West, and Zion have agreed that, in either case, the Settlement will be void: Far West and Zion will not pay any money and Class Members will not release any claims against Far West and Zion.
- H. Settlement Administrator. The Court has appointed a neutral company, CPT Group Inc., as the Settlement Administrator to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Settlement Administrator will also decide Class Member Challenges over pay periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and Far West and Zion have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Far West, Zion, or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims that arose during the Class Period.

“Released Parties” means and includes Far West Restaurant Group, LLC, Zion Restaurant Group, LLC, and their respective current and former parents, predecessors or successors, holding companies, affiliated companies or entities, owners, investors, shareholders, members, partners, officers, directors, managers, employees, and agents, attorneys, insurers, and representatives.

“Released Class Claims” means, for the duration of the Class Period, any and all claims against Defendants and the other Released Parties that arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts. Without limiting the foregoing, and in addition to the foregoing, the Released Claims include claims for alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Labor Code §§ 201–204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; and violations of California Business and Professions Code section 17200, *et seq.* in connection with the alleged Labor Code violations alleged (or that could be alleged based on the facts pled) in the Action.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Far West and Zion have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Far West and Zion, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Far West, Zion, or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

“Released PAGA Claims” means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Second Amended Complaint, filed on August 12, 2024, or that could have been alleged in the Second Amended Complaint based on such facts; and (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Named Plaintiff to the Labor and Workforce Development Agency (“**LWDA**”) pursuant to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Business and Professions Code § 17200 *et seq.*; claims for violations of California Labor Code §§ 201–204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5 in connection with the allegations in the LWDA Notices and Second Amended Complaint, which is the Operative Complaint; and related violations of the applicable California Wage Orders.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing PAGA Payment (\$25,000.00) by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.
- C. Pay Period Challenges. The number of Class pay periods you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Far West’s and/or Zion’s records, are stated in the first page of this Notice.

You have until _____ to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending the attached Pay Period Dispute Form to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Far West's and/or Zion's calculation of pay periods based on Far West's and/or Zion's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Far West's and Zion's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Participating Class Member Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed Request for Exclusion to the Settlement Administrator. To be valid, your Request for Exclusion must: (i) contain your full name, current address, and signature; (ii) the Action name and case number; (iii) a written request clearly expressing your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of the Notice Period. You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff, Far West, and Zion are asking the Court

to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website, www.lacourt.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Settlement Administrator is _____.** Written objections to the Settlement must contain at least the following: (i) your full name, current address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific reasons why you believe the Settlement is unfair or why you object to the Class Settlement; (iv) copies of any papers, briefs, or other documents upon which your objection is based; and (v) a statement of whether you intend to appear at the final approval hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number. All objections shall be signed by you or your legally-authorized representative. Section 9 of this Notice has the Settlement Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Settlement Administrator's website www.cptgroup.com beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiff, Far West, and Zion have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the court website at www.lacourt.org. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: David Spivak
Email Address: david@spivak.com
Name of Firm: The Spivak Law Firm
Mailing Address: 8605 Santa Monica Blvd., PMB 42554, West Hollywood, CA 90069
Telephone: (213) 725-9094

Settlement Administrator:

Name of Company: CPT Group Inc.
Email Address: info@cptgroup.com
Mailing Address: 50 Corporate Park, Irvine, CA 92606
Telephone: (800) 542-0900
Fax Number: (949) 419-3446

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will no longer receive a replacement check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.

NOTICE OF ESTIMATED SETTLEMENT AWARD

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles Superior Court Case Number 23STCV12284

TO CLASS MEMBER <NAME>:

TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

You have received this Notice because you are a Class Member and/or Aggrieved Employee in this Action. You are a Class Member if you are a current or former non-exempt employee who was employed by either Far West Restaurant Group, LLC (“Far West”) at any time in California from May 28, 2022, through [Class End Date] and/or Zion Restaurant Group, LLC (“Zion”) at any time in California from June 5, 2023, through [Class End Date] (the “Class Period”). You are an Aggrieved Employee if you are a current or former non-exempt employee who was employed by either Far West at any time in California from May 28, 2022, through [PAGA End Date] and/or Zion at any time in California from June 5, 2023, through [PAGA End Date] (the “PAGA Period”).

Please complete and return this Form to CPT Group, [CPT Contact Information] **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Far West’s and/or Zion’s records:

- (a) you either worked for Far West and/or Zion in California at some point during the Class Period;
- (b) you worked [REDACTED] pay periods for Far West and/or Zion in California at some point during the Class Period; and
- (c) you worked [REDACTED] pay periods for Far West and/or Zion in California at some point during the PAGA Period.

Based on the above, your Settlement award is estimated at \$ [REDACTED].

Your Individual Settlement Payment reflected on this Notice is only an estimate. The exact amount of your settlement payment could somewhat vary, up or down.

- (IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

If you dispute the above information from Far West's and/or Zion's records, please provide documentation that establishes that Far West's and/or Zion's records are mistaken. If there is a dispute about whether Far West's and/or Zion's information or yours is accurate, the dispute will be submitted to the parties and the Settlement Administrator as described in the "Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval" that accompanies this Form. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Class Member and the parties.

UNLESS (1) YOUR PERSONAL CONTACT INFORMATION HAS CHANGED, AND/OR (2) YOU WISH TO DISPUTE ANY OF THE ITEMS LISTED IN SECTION (III) ABOVE, YOU SHOULD NOT RETURN THIS FORM.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

RUTAN & TUCKER, LLP
Maria Z. Stearns (State Bar No. 230649)
mstearns@rutan.com
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Attorneys for Defendants
FAR WEST RESTAURANT GROUP, LLC and
ZION RESTAURANT GROUP, LLC

THE SPIVAK LAW FIRM
David Spivak (State Bar No. 179684)
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Attorneys for Plaintiff
OLGA SOTELO, and all others similarly situated
(Additional counsel for Plaintiff(s) listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
SPRING STREET COURTHOUSE

OLGA SOTELO, on behalf of herself and all
others similarly situated, and the general public
and an “aggrieved employee” on behalf of other
“aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

Plaintiff,
vs.

FAR WEST RESTAURANT GROUP, LLC
(D/B/A WINGSTOP), a California limited
liability company, ZION RESTAURANT
GROUP, LLC, a California limited liability
company, and DOES 2-50, inclusive,

Defendants.

Case No. 23STCV12284

ASSIGNED FOR ALL PURPOSES TO: HON.
LAURA A. SEIGLE, DEPT. 17

FIRST AMENDED JOINT
STIPULATION AND SETTLEMENT
AGREEMENT TO RESOLVE CLASS
ACTION AND PAGA CLAIMS

Action Filed: May 31, 2023
1AC Filed: Aug. 1, 2023
2AC Filed: Aug. 12, 2024
Trial Date: None set

1 SMITH LAW
2 Benjamin J. Smith (State Bar No. 266712)
3 Benjy@thesmithlawcorp.com
4 8605 Santa Monica Blvd.
5 PMB 97638
6 West Hollywood, CA 90069
7 Telephone: (818) 839-9607
8 Facsimile: (818) 839-9700
9
10 Attorneys for Plaintiff
11 OLGA SOTELO, and all others similarly situated
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1 **AL HONORABLE TRIBUNAL, A TODAS LAS PARTES Y A SUS ABOGADOS DE**
2 **REGISTRO:**

3 Esta Primera Estipulación Conjunta Enmendada y el Acuerdo de Conciliación para Resolver
4 Reclamaciones de Acción de Grupo y PAGA (“**Acuerdo de Conciliación**”, “**Acuerdo**”, o
5 “**Liquidación**”) se suscribe para resolver la acción mencionada anteriormente, *Olga Sotelo v. Far*
6 *West Restaurant Group, LLC (D/B/A WingStop)*, Caso del Tribunal Superior del Condado de Los
7 Angeles Número 23STCV12284 (la “Acción”). El presente acuerdo se suscribe entre la Demandante
8 Olga Sotelo (“Demandante”) y los Demandados Far West Restaurant Group, LLC (d/b/a WingStop)
9 (“Far West”) y Zion Restaurant Group, LLC (“Zion”) (colectivamente, los “Demandados” y con la
Demandante, las “Partes”).

10 **DEFINICIONES**

- 11 1. Acción. “**Acción**” significa *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A*
12 *WingStop)*, *et al.*, Caso del Tribunal Superior del Condado de Los Angeles Número 23STCV12284.
- 13 2. Empleados Agraviados. “**Empleados Agraviados**” se refiere a todos los empleados
14 de los Demandados no exentos y pagados por hora, empleados en California en un restaurante en
15 cualquier momento durante el Período de PAGA.
- 16 3. Acuerdo o Liquidación o Acuerdo de Conciliación. “**Acuerdo**” o “**Liquidación**” o
17 “**Acuerdo de Conciliación**” significa esta Primera Estipulación Conjunta Enmendada y el Acuerdo
18 de Conciliación para Resolver Reclamaciones de Acción de Grupo y PAGA, suscrito por las Partes
19 para resolver las Acciones
- 20 4. Honorarios de los Abogados y Costos. “**Honorarios de los Abogados y Costos**”
21 significa el monto autorizado por el Tribunal para: (i) una adjudicación de honorarios de abogados a
22 los Abogados del Grupo por litigio y la resolución del asunto, por un monto que no supere el 33 y
23 1/3% por ciento del Monto Bruto del Acuerdo; y (ii) el reembolso de los costos reales incurridos por
24 los Abogados del Grupo en relación con esta Acción.
- 25 5. Grupo o Miembros del Grupo. “**Grupo**” o “**Miembros del Grupo**” significa todos
26 los empleados de los Demandados no exentos, pagados por hora, empleados en California en un
27 restaurante en cualquier momento durante el Período del Grupo correspondiente.
- 28 6. Abogados del Grupo. “**Abogados del Grupo**” significa David G. Spivak de The
Spivak Law Firm y Benjamin J. Smith de Smith Law.
7. Notificación del Grupo. “**Notificación del Grupo**” significa la Notificación del

Acuerdo de la Acción de Grupo, adjunta como **Anexo A** en este Acuerdo, o una notificación sustancialmente similar aprobada por el Tribunal.

8. Período del Grupo. “**Período del Grupo**” se refiere al Período que comienza ya sea (a) el 28 de mayo de 2022 para los Miembros del Grupo que trabajaron para el Far West; o (b) el 5 de junio de 2023 para los Miembros del Grupo que trabajaron para Zion, y que finaliza el 22 de marzo de 2024.

9. Tribunal. “**Tribunal**” significa el Tribunal Superior del Condado de Los Angeles, donde la Acción está pendiente actualmente.

10. Demandados. “**Demandados**” significa Far West Restaurant Group, LLC, y Zion Restaurant Group, LLC.

11. Fecha de entrada en vigor. La “**Fecha de entrada en vigor**” del presente Acuerdo será la última de las siguientes fechas (i) el día 61 después de la notificación de la entrada en vigor de la Orden Final y la Sentencia Final, si no se ha presentado ninguna apelación, revisión o escrito; o (ii) si se solicita una apelación, revisión o escrito contra la Orden Final o Sentencia Final, el día después de que la Orden Final y la Sentencia Final sean confirmadas o se desestime o rechace la apelación, revisión o escrito, y la Orden Final y la Sentencia Final ya no estén sujetas a una revisión judicial adicional. La Fecha de entrada en vigor está condicionada a que el Tribunal haya emitido una Orden Final y Sentencia Final según lo establecido en el presente Acuerdo.

12. Compensación. “**Compensación**” significa el monto que el Tribunal autoriza a pagar a la Demandante Nombrada además de su Pago Individual del Acuerdo, en reconocimiento de sus esfuerzos y trabajo en el procesamiento de la Acción, hasta un máximo de \$20,000.00.

13. Fecha de la Audiencia final. “**Fecha de la Audiencia Final**” significa la fecha establecida por el Tribunal para la audiencia sobre la aprobación final del Acuerdo.

14. Orden Final y Sentencia Final. “**Orden Final y Sentencia Final**” significa la orden propuesta que otorga la aprobación final del Acuerdo y la sentencia propuesta por separado, que los Demandantes presentarán al Tribunal con la moción de aprobación final del Acuerdo.

15. Monto Bruto del Acuerdo. “**Monto Bruto del Acuerdo**” significa el pago total del Acuerdo que los Demandados han acordado realizar de conformidad con el presente Acuerdo. El Monto Bruto del Acuerdo es de \$1,050,000.00.

16. Pago Individual de PAGA. “**Pago Individual de PAGA**” significa el pago a un Empleado Agraviado de la parte correspondiente al empleado del Pago de PAGA según lo establecido en este Acuerdo.

17. Pago Individual del Acuerdo. “**Pago Individual del Acuerdo**” significa el Pago Individual del Acuerdo asignado a cada Miembro del Grupo Participante y/o Empleado Agraviado según lo establecido en este Acuerdo, y consiste en el Pago del Miembro del Grupo Participante y el Pago Individual de PAGA en la medida en que el empleado sea elegible.

18. Demandante Nombrada. “**Demandante Nombrada**” significa Olga Sotelo.

19. Período de Notificación. “**Período de Notificación**” significa el Período de tiempo que comienza en la fecha en que se envía la Notificación del Grupo a los Miembros del Grupo y finaliza 60 días después, a menos que se vuelva a enviar la notificación por correo a un Miembro del Grupo, en cuyo caso, el Período de Notificación finalizará 60 días después del envío por correo o 15 días después de que se volvió a enviar por correo, lo que ocurra primero.

20. Monto Neto del Acuerdo del Grupo. “**Monto Neto del Acuerdo del Grupo**” significa el monto del acuerdo que se distribuirá a los Miembros del Grupo Participantes, que es el Monto Bruto del Acuerdo menos los Honorarios de Abogados y Costos, la Compensación, el Monto de PAGA y los Costos de Administración del Acuerdo.

21. Monto de PAGA. “**Monto de PAGA**” significa el monto de \$100,000.00, que representa la parte del Monto Bruto del Acuerdo asignada a la liquidación de las Reclamaciones de PAGA. El Monto de PAGA se paga a partir del Monto Bruto del Acuerdo y se asignará según lo establecido en el presente Acuerdo. Las Partes acuerdan que el 75% del Monto de PAGA (\$75,000.00) se pagará a la LWDA como “**Pago de LWDA**”, y el 25% restante (\$25,000.00) se asignará a los Empleados Agraviados como el “Pago de PAGA”.

22. Reclamaciones de PAGA. “**Reclamaciones de PAGA**” significa, durante la duración del Período de PAGA, reclamaciones por sanciones de conformidad con la Ley General de Abogados Privados de California (Código Laboral de California § 2698, *et seq.*) que (a) surjan de los hechos, asuntos, transacciones o sucesos alegados en la Segunda Denuncia Enmendada, interpuesta el 12 de agosto de 2024 o que podrían haberse alegado en la Segunda Denuncia Enmendada basándose en dichos hechos; y (b) surjan de los hechos, asuntos, transacciones o sucesos alegados, o que podrían haberse alegado, en las Cartas de Notificación de PAGA enviadas por la Demandante Nombrada a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral (“**LWDA**”) de conformidad con la sección 2699.3 del Código Laboral el 26 de mayo de 2023 o alrededor de esa fecha, y/o en la

1 Carta de Notificación de PAGA Enmendada enviada por la Demandante Nombrada a la LWDA el
2 5 de junio de 2024 o alrededor de esa fecha, y/o en la Carta de Notificación de PAGA enviada por
3 la Demandante Nombrada a la LWDA el 5 de junio de 2024 o alrededor de esa fecha. Sin limitar lo
4 anterior, y además de lo anterior, las Reclamaciones de PAGA incluyen reclamaciones basadas en
5 supuestos incumplimientos en el pago de todos los salarios devengados por todas las horas trabajadas
6 a la tarifa correcta, incluidos los salarios mínimos, regulares y por horas extras; no proporcionar
7 Períodos de comida o pago adicional en lugar de los Períodos de comida; no proporcionar Períodos
8 de descansos o pago adicional en lugar de los Períodos de descanso; no proporcionar licencia por
9 enfermedad remunerada; no informar de la licencia por enfermedad remunerada; no pagar el tiempo
10 de notificación; no pagar el tiempo de vacaciones con derechos adquiridos en el momento de la
11 terminación de la relación laboral; no pagar sanciones por tiempo de espera; no reembolsar los gastos
12 laborales necesarios; no pagar puntualmente los salarios en el momento de la terminación de la
13 relación laboral; no pagar puntualmente los salarios adeudados durante el empleo; no emitir
14 declaraciones salariales detalladas y precisas; no mantener registros de nómina precisos; no
15 proporcionar un aviso de robo de salarios; reclamaciones por violaciones del Código Comercial y
16 Profesional de California § 17200 *et seq.*; reclamaciones por violaciones del Código Laboral de
California §§ 201–204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6,
432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802 y 2810.5
en relación con las alegaciones de las Notificaciones de la LWDA y la Segunda Denuncia Enmendada
que es la Denuncia Operativa y las violaciones relacionadas de las Órdenes Salariales de California
aplicables.

17 23. Período de PAGA. “**Período de PAGA**” se refiere al Período que comienza ya sea
18 (a) el 28 de mayo de 2022 para los Empleados Agraviados que trabajaron para Far West o (b) el 5 de
19 junio de 2023 para los Empleados Agraviados que trabajaron para Zion, y que finaliza en la fecha en
20 que el tribunal otorgue la aprobación preliminar del Acuerdo, sujeto a la disposición de ajuste del
párrafo 48(a)(ii) a continuación.

21 24. Miembro del Grupo Participante. “**Miembro del Grupo Participante**” significa
22 cada Miembro del Grupo que no haya optado oportunamente por excluirse del Acuerdo de
23 conformidad con el presente Acuerdo; “**Grupo del Acuerdo**” significa el grupo de todos los
Miembros del Grupo Participantes.

24 25. Partes. “**Partes**” significa los Demandados y la Demandante Nombrada,
25 individualmente y en nombre de todos los Miembros del Grupo y Empleados Agraviados. cada una
de las Partes puede ser referida en singular como “**Parte**”.

26 26. Orden de Aprobación Preliminar. “**Orden de Aprobación Preliminar**” significa una
orden del Tribunal que aprueba preliminarmente este Acuerdo.

27 27. Reclamaciones Exoneradas. “**Reclamaciones Exoneradas**” significa, durante la
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duración del Período del Grupo, todas y cada una de las reclamaciones contra los Demandados y las demás Partes Exoneradas que surjan de los hechos, asuntos, transacciones o sucesos alegados en la Acción o que podrían haberse alegado en la Acción basándose en dichos hechos. Sin limitar lo anterior, y además de lo anterior, las Reclamaciones Exoneradas incluyen reclamaciones por supuestos incumplimientos en el pago de todos los salarios devengados por todas las horas trabajadas a la tarifa correcta, incluidos los salarios mínimos, regulares y por horas extras; no proporcionar Períodos de comida o pago adicional en lugar de los Períodos de comida; no proporcionar Períodos de descanso o pago adicional en lugar de los Períodos de descanso; no proporcionar licencia por enfermedad remunerada; no informar de la licencia por enfermedad remunerada; no pagar el tiempo de notificación; no pagar el tiempo de vacaciones con derechos adquiridos en el momento de la terminación de la relación laboral; no pagar sanciones por tiempo de espera; no reembolsar los gastos laborales necesarios; no pagar puntualmente los salarios en el momento de la terminación de la relación laboral; no pagar puntualmente los salarios adeudados durante el empleo; no emitir declaraciones salariales detalladas y precisas; no mantener registros de nómina precisos; no proporcionar un aviso de robo de salarios; reclamaciones por violaciones del Código Laboral de California §§ 201–204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, y 2810.5; violaciones relacionadas de las Órdenes Salariales de California aplicables; violaciones de todas las leyes federales relacionadas o correspondientes; y violaciones del Código de Negocios y Profesiones de California, sección 17200, *et seq* en relación con las supuestas violaciones del Código Laboral supuestas (o que podrían alegarse basándose en los hechos alegados) en la Acción.

28. Partes Exoneradas. “**Partes Exoneradas**” significa e incluye a Far West Restaurant Group, LLC, Zion Restaurant Group, LLC, y sus respectivas empresas matrices, predecesores o sucesores actuales y anteriores, sociedades de cartera, empresas o entidades afiliadas, propietarios, inversores, accionistas, miembros, socios, funcionarios, directores, gerentes, empleados y agentes, abogados, aseguradoras y representantes actuales y anteriores.

29. Costos de Administración del Acuerdo. “**Costos de Administración del Acuerdo**” significa los costos de administración del acuerdo, incluidos los costos de notificación a los Miembros del Grupo, distribución de los pagos del acuerdo y cualquier otro honorario y costo incurrido o cobrado por el Administrador del Acuerdo en relación con la ejecución de sus obligaciones de conformidad con el presente Acuerdo.

30. Administrador del Acuerdo. “**Administrador del Acuerdo**” significa CPT Group, Inc. u otro tercero administrador elegido por las Partes y aprobado por el Tribunal.

31. Audiencia del Acuerdo. “**Audiencia del Acuerdo**” significa la audiencia en la Fecha de la Audiencia Final en la que el Tribunal determinará si aprobará de forma plena y definitiva la

1 imparcialidad y la razonabilidad del presente Acuerdo.

2 **CONSIDERANDOS**

3 32. El 26 de mayo de 2023, la Demandante Nombrada Olga Sotelo presentó una
4 Notificación de PAGA a la LWDA alegando varias violaciones del Código Laboral por parte de Far
5 West.

6 33. El 31 de mayo de 2023, la Demandante Nombrada Olga Sotelo presentó una denuncia
7 de acción de grupo contra el Demandado Far West Restaurant Group, LLC en un caso denominado
8 *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop)*, Caso del Tribunal Superior del
9 Condado de Los Angeles Número 23STCV12284. En la denuncia se alegaba que Far West había
10 violado varias leyes sobre salarios y horas, entre las que se incluían las siguientes: (1) no pagar todos
11 los salarios devengados por todas las horas trabajadas y otras horas compensables a las tarifas
12 salariales correctas, (2) no proporcionar Períodos de comida, (3) no proporcionar Períodos de
13 descanso, (4) no indemnizar a los empleados por los gastos laborales necesarios, (5) no proporcionar
14 declaraciones salariales detalladas y precisas; y (6) violación de la Ley de Competencia Desleal.

15 34. El 1 de agosto de 2023, la Demandante Nombrada Olga Sotelo presentó una Primera
16 Denuncia Enmendada (“FAC”, por sus siglas en inglés) en la Acción. La Primera Denuncia
17 Enmendada alegaba las mismas reclamaciones que la denuncia original, y añadió una causa de acción
18 adicional de PAGA que solicitaba sanciones civiles por supuestas violaciones, incluyendo (1) no
19 pagar todos los salarios devengados por todas las horas trabajadas y otras horas compensables a las
20 tarifas salariales correctas, (2) no proporcionar Períodos de comida, (3) no proporcionar Períodos de
21 descanso, (4) no indemnizar a los empleados por los gastos laborales necesarios, (5) no proporcionar
22 declaraciones salariales detalladas y precisas; y (6) no pagar puntualmente todos los salarios
23 devengados durante el empleo.

24 35. El 28 de marzo de 2024, las Partes participaron en la mediación con Lisa Klerman de
25 la Oficina de Mediación de Lisa Klerman (la “**Mediadora**”), una respetada mediadora de acciones
26 complejas de salarios y horas. Las Partes, con la ayuda de las evaluaciones de la Mediadora y con la
27 ayuda de la propuesta de la Mediadora, llegaron al acuerdo que se formaliza en el presente Acuerdo.

28 36. El 5 de junio de 2024, la Demandante Nombrada Olga Sotelo presentó una
Notificación de PAGA Enmendada a la LWDA en relación con supuestas violaciones adicionales de
salarios y horas que ella y su abogado afirman haber descubierto durante el curso del litigio.

37. El 5 de junio de 2024, la Demandante Nombrada Olga Sotelo presentó una

1 Notificación de PAGA a la LWDA en relación con supuestas violaciones de salarios y horas por
2 parte de Zion.

3 38. El 12 de agosto de 2024 o alrededor de esa fecha, la Demandante Nombrada Olga
4 Sotelo presentó una Segunda Denuncia Enmendada, que añadía a Zion como Demandado en esta
5 Acción y añadía reclamaciones por supuestas violaciones por parte de los Demandados que ella y su
6 abogado afirman haber descubierto durante el curso del litigio.

7 39. Los Demandados niegan haber incurrido en conducta indebida alguna en relación con
8 las prácticas salariales y horarias relacionadas con los Miembros del Grupo (incluidos los Empleados
9 Agraviados). Los Demandados niegan además tener responsabilidad de ningún tipo asociada con las
10 reclamaciones alegadas en la Acción. Los Demandados sostienen que han cumplido con las leyes
11 federales y estatales sobre salarios y horas de trabajo, y con todas las demás leyes que regulan sus
12 relaciones con los Miembros del Grupo y los Empleados Agraviados, incluida la Demandante
13 Nombrada.

14 40. Los Abogados del Grupo han investigado los hechos relacionados con la Acción. Las
15 negociaciones del Acuerdo se llevaron a cabo en condiciones de igualdad durante una mediación de
16 día completo con un mediador tercero neutral, y el Acuerdo es el resultado de un análisis informado
17 y detallado de la posible responsabilidad y exposición de los Demandados en relación con los costos
18 y riesgos asociados con la continuación del litigio. Basándose en los documentos y datos presentados,
19 así como en la propia investigación y evaluación independiente de los Abogados del Grupo, los
20 Abogados del Grupo consideran que el Acuerdo documentado en este Acuerdo de Conciliación es
21 justo, razonable y adecuado, y en el mejor interés del Grupo a la luz de todos los hechos y
22 circunstancias conocidos, incluido el riesgo de retrasos significativos y las defensas reivindicadas a
23 los méritos de la Acción. Aunque los Demandados rechazan específicamente cualquier
24 responsabilidad en la Acción, los Demandados han acordado suscribir este Acuerdo para evitar los
25 costos asociados con la defensa de la Acción.

26 **TÉRMINOS Y CONDICIONES**

27 EN VIRTUD DE LO CUAL, en consideración de los considerandos indicados anteriormente
28 y las promesas y garantías establecidas a continuación, y con la intención de estar legalmente
obligados y reconocer la suficiencia de la consideración y los compromisos establecidos a
continuación, la Demandante Nombrada, individualmente y en nombre de los Miembros del Grupo,
Empleados Agraviados y, en la medida permitida por la ley, el Estado de California, y los
Demandados acuerdan que la Acción será y es definitiva y completamente conciliada y resuelta en
los siguientes términos y condiciones:

1
2 41. No Admisión de Responsabilidad. Las Partes suscriben el presente Acuerdo para
3 resolver la disputa que ha surgido entre las Partes y para evitar la carga, los gastos y el riesgo de
4 litigio continuado. Al suscribir el presente Acuerdo, los Demandados y las demás Partes Exoneradas
5 no admiten, y específicamente niegan, que hayan violado ninguna ley federal, estatal o local; ni
6 violado ninguna normativa o directriz promulgada de conformidad con cualquier estatuto o cualquier
7 otra ley, normativa o requisito legal aplicable; incumplido ningún Acuerdo; violado o incumplido
8 ninguna obligación; incurrido en alguna tergiversación o engaño; o incurrido en cualquier otra
9 conducta ilegal con respecto al Grupo o a los Empleados Agraviados. Ni el presente Acuerdo, ni
10 ninguno de sus términos o disposiciones, ni ninguna de las negociaciones relacionadas con el acuerdo,
11 se interpretarán como una admisión o concesión por parte de los Demandados o de cualquiera de las
12 otras Partes Exoneradas de dichas violaciones o incumplimiento de cualquier ley aplicable. Excepto
13 cuando sea necesario en un procedimiento para hacer cumplir los términos de este Acuerdo, este
14 Acuerdo y sus términos y disposiciones no se ofrecerán ni recibirán como prueba en ninguna acción
15 o procedimiento para establecer ninguna responsabilidad o admisión por parte de los Demandados ni
16 para establecer la existencia de ninguna condición que constituya una violación o un incumplimiento
17 de la ley federal, estatal, local u otra ley aplicable.

18 42. Naturaleza Condicional del Acuerdo. *Únicamente* para efectos del acuerdo, las Partes
19 acuerdan que (a) se puede certificar un grupo en la Acción de conformidad con la Sección 382 del
20 Código de Procedimiento Civil de California, y (b) la Acción puede proceder como una acción
21 representativa de PAGA.

22 a. Las Partes tienen la intención de que su acuerdo esté supeditado a la
23 aprobación preliminar y final de todos y cada uno de los términos de este Acuerdo, sin modificaciones
24 sustanciales. Las Partes y sus respectivos abogados harán todo lo posible para obtener la aprobación
25 del Tribunal e implementar el presente Acuerdo de conformidad con sus términos. Si el Tribunal no
26 aprueba el presente Acuerdo, las Partes acuerdan reunirse y tener pláticas para atender las inquietudes
27 del Tribunal. Si las Partes no pueden llegar a un acuerdo, las Partes se comprometen remitir su disputa
28 a la Mediadora para obtener asistencia informal en la búsqueda de una resolución. Si a partir de
entonces las Partes no pueden resolver la disputa, las Partes tendrá la intención de que el presente
Acuerdo sea nulo y sin efecto, e inaplicable, en cuyo caso se rescindirán los términos del acuerdo
establecidos en este Acuerdo, incluyendo las modificaciones realizadas con el consentimiento de las
Partes, y las acciones tomadas o que se vayan a tomado en relación con este Acuerdo se darán por

1 terminadas y se volverán nulas y sin efecto, y el grupo certificado para los propósitos de liquidación
2 de conformidad con el presente Acuerdo se descertificará para todos los efectos.

3 b. En caso de que el Tribunal no conceda la aprobación preliminar o final del
4 acuerdo de las Partes, o en el caso de que el presente Acuerdo se rescinda o el acuerdo plasmado en
5 este Acuerdo no entre en vigor por ningún motivo, el Acuerdo y todas las negociaciones, las órdenes
6 judiciales y los procedimientos relacionados con el Acuerdo se aplicarán sin perjuicio de los derechos
7 de la Demandante Nombrada, los Miembros del Grupo, los Empleados Agraviados, y los
8 Demandados, cada uno de los cuales se restablecerá a sus respectivos puestos existentes antes de la
9 suscripción del presente Acuerdo, y las pruebas relacionadas con el Acuerdo y todas las
10 negociaciones no serán revelables ni admisibles en la Acción ni en ningún otro litigio. Los
11 Demandados no renuncian, sino que se reservan expresamente, sus derechos de impugnar la
12 procedencia de la certificación del Grupo y/o el procedimiento de la Acción de forma representativa
13 para cualquier propósito en caso de que el Tribunal no conceda la aprobación preliminar o final del
14 acuerdo de las Partes.

15 43. Exoneración de las Reclamaciones por parte de los Miembros del Grupo Participantes.
16 Tras la financiación del Monto Bruto del Acuerdo y los Impuestos del Empleador necesarios para
17 efectuar el Acuerdo al Administrador del Acuerdo, se considerará que la Demandante Nombrada y
18 todos los Miembros del Grupo Participantes han liberado, liquidado, comprometido, renunciado y
19 exonerado de forma plena total y definitivamente y para siempre a todas y cada una de las Partes
20 Exoneradas de las Reclamaciones Exoneradas que surgieron durante el Período del Grupo.

21 a. Esta exoneración por parte de la Demandante Nombrada y cada Miembro del
22 Grupo Participante tiene como objetivo resolver todas y cada una de las Reclamaciones Exoneradas
23 que cualquiera de ellos pueda tener contra los Demandados o cualquiera de las Partes Exoneradas
24 durante el Período del Grupo.

25 b. Dado que es imposible o impracticable que cada Miembro del Grupo firme
26 este Acuerdo, la Notificación del Grupo informará a todos los Miembros del Grupo de la naturaleza
27 vinculante de la exoneración y dicha notificación tendrá la misma fuerza y efecto que si el Acuerdo
28 fuera firmado por cada Miembro del Grupo.

29 44. Exoneración de Responsabilidad por parte de los Empleados Agraviados de la
30 Reclamación de PAGA. A cambio del Monto de PAGA citado en el presente Acuerdo, la
31 Demandante Nombrada, como representante del Estado de California y todos los Empleados
32 Agraviados (en la medida permitida por la ley), y en nombre de sus herederos, albaceas,
33 administradores, abogados, agentes y cesionarios actuales, anteriores y futuros, el previo pago del

1 Monto Bruto del Acuerdo y los Impuestos del Empleador necesarios para efectuar el acuerdo al
2 Administrador del Acuerdo, exonerará y liberará completamente y para siempre a los Demandados y
3 a cada una de las Partes Exoneradas de las Reclamaciones de PAGA que surgieron durante el Período
4 de PAGA. Se considerará que los Empleados Agraviados y el Estado de California, de conformidad
5 con la Orden Final y la Sentencia Final, han acordado no demandar ni presentar reclamaciones contra
6 los Demandados y/o cualquiera de las Partes Exoneradas por las Reclamaciones de PAGA que
surgieron durante el Período de PAGA, en la medida permitida por la ley.

7 45. Exoneración Total por parte de la Demandante Nombrada. Tras el pago del Monto
8 Bruto del Acuerdo y los Impuestos del Empleador necesarios para efectuar la liquidación al
9 Administrador del Acuerdo, la Demandante Nombrada libera y exonera totalmente a los Demandados
10 y a las demás Partes Exoneradas de las Reclamaciones Exoneradas y de cualquier otra reclamación
11 que la Demandante Nombrada tenga o alegue tener ahora, o haya tenido o alegado tener alguna vez,
12 contra los Demandados y las Partes Exoneradas. Sin limitar la generalidad de lo anterior, la Parte
13 Demandante Nombrada libera de forma específica y expresa en la máxima medida permitida por la
14 ley cualquier reclamación contra los Demandados y las Partes Exoneradas que surja de o esté
15 relacionada con el empleo de la Parte Demandante Nombrada o la terminación de su empleo con los
16 Demandados y cualquier otra Parte Exonerada. Esta Exoneración general por parte de la Demandante
17 Nombrada incluye una renuncia a los derechos de la Demandante Nombrada, de conformidad con la
18 Sección 1542 del Código Civil, que establece: “Una exoneración general no se extiende a las
reclamaciones de que el acreedor o la parte exonerada no sabe o sospeche que existen a su favor en
el momento de suscribir la exoneración y que, de haberlas conocido, habría afectado sustancialmente
su acuerdo con el deudor o la Parte Exonerada”.

19 46. Sin Asignaciones Previas. La Parte Demandante Nombrada declara y garantiza que
20 no ha cedido, transferido, gravado o pretendido ceder, transferir o gravar directa o indirectamente a
21 ninguna persona o entidad ninguna parte de ninguna responsabilidad, reclamación, demanda, acción,
22 causa de acción o derechos liberados y exonerados por este Acuerdo.

23 47. Pagos del Acuerdo y Cálculo de las Reclamaciones. Sujeto a la aprobación final del
24 Tribunal y a las condiciones especificadas en este Acuerdo, y en consideración de los pactos y
25 promesas mutuos establecidos en este Acuerdo, el Demandado Far West acepta pagar el Monto Bruto
26 del Acuerdo de \$1,050,000.00, sujeto a la disposición de ajuste del párrafo 48(a)(ii) del Acuerdo.
27 El Monto Bruto del Acuerdo incluye, entre otros, los pagos que se harán a los Miembros del
28 Grupo Participantes, los Honorarios y Costos de los Abogados del Grupo, una Compensación a

la Demandante Nombrada, el Monto de PAGA y los Honorarios y Costos de Administración del Acuerdo. Para evitar cualquier duda, de conformidad con las condiciones establecidas en este Acuerdo, los Demandados no estarán obligados a pagar ningún monto superior a \$1,050,000.00 (sujeto a la disposición de ajuste del párrafo 48(a)(ii) del Acuerdo) para este Acuerdo, aparte de la parte correspondiente a los empleadores de los impuestos aplicables de la nómina que pagarán los Demandados además del Monto Bruto del Acuerdo, y según lo establecido en el Párrafo 48.

48. Disposición de Ajuste del Acuerdo. El Acuerdo se basa en la declaración de que no hubo más de 63,452 Períodos de pago durante el Período comprendido entre el 28 de mayo de 2022 y el 2 de febrero de 2024. Si el número total de Períodos de pago durante el Período del Grupo y el Período de PAGA aumenta a una cifra superior a 70,000, los Demandados tendrán la opción de: (a) pagar un aumento proporcional en el Monto Bruto del Acuerdo por cada Período de pago adicional superior a 70,000; (b) pagar únicamente un aumento proporcional en el Pago de PAGA por cada Período de pago adicional superior a 70,000, que se agregará al Monto Bruto del Acuerdo; o (c) modificar la fecha de finalización del Período del Grupo y/o del Período de PAGA a una fecha que evite incurrir en cualquier aumento prorrateado.

a. Ejemplo: Si el número total de Períodos de pago hasta la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo del Grupo es de 80,000 (es decir, un 14% superior a 70,000), los Demandados tendrían las siguientes opciones:

i) Aumentar el Monto Bruto del Acuerdo en un 14% (\$147,000.00), en cuyo caso tanto el Período del Grupo como el Período de PAGA finalizarían en la fecha en que el Tribunal otorgue la aprobación preliminar del Acuerdo del Grupo;

ii) Aumentar sólo el Pago de PAGA en un 14% (es decir, \$14,000.00) (que se añadiría al Monto Bruto del Acuerdo), en cuyo caso sólo el Período de PAGA finalizaría en la fecha en que el Tribunal conceda la aprobación preliminar del Acuerdo del Grupo, y el Período del Grupo finalizará en cualquier fecha anterior que resulte en períodos de pago de los Miembros del Grupo de 70,000 o menos; o bien

iii) No aumentar el Monto Bruto del Acuerdo y finalizar el Período del Grupo y el Período de PAGA en cualquier fecha que resulte en períodos de pago del Miembro del Grupo y del Empleado Agraviado de 70,000 o menos.

1 49. Distribución del Monto Bruto del Acuerdo. Las Partes acuerdan, con sujeción a
2 la aprobación del Tribunal y a las condiciones especificadas en el presente Acuerdo, que el Monto
3 Bruto del Acuerdo se prorrateará de la siguiente manera:

4 a. Honorarios y Costos de los Abogados del Grupo: En la audiencia de
5 aprobación final, los Abogados del Grupo solicitarán al Tribunal un laudo de los Honorarios de
6 los Abogados de no más de un tercio (33 y 1/3%) del Monto Bruto del Acuerdo, que, a menos
7 que se incremente de conformidad con el Párrafo 48 de este Acuerdo, equivale a \$350,000.00.
8 Los Abogados del Grupo también solicitarán al Tribunal un laudo de los costos reales incurridos
9 por los Abogados del Grupo que no superen la cantidad de \$25,000.00. Estos honorarios y costos
10 se incluyen en el Monto Bruto del Acuerdo y procederán de este. El bufete de abogados de The
11 Spivak Law Firm y Smith Law recibirán cada uno un Formulario 1099 del IRS por los honorarios
12 y costos adjudicados por el Tribunal de conformidad con este Párrafo 49. a. Excepto según lo
13 dispuesto en este Párrafo 49. a., cada parte asumirá los honorarios, costos y gastos de sus propios
14 abogados incurridos en el procesamiento, defensa o resolución de las Acciones. Si el Tribunal
15 concede un monto inferior de Honorarios y Costos de los Abogados que el monto solicitado,
16 cualquier monto no concedido formará parte de la distribución a los Miembros del Grupo
17 Participantes según lo establecido en este Acuerdo y no será motivo para anular y/o terminar este
18 Acuerdo.

19 b. Costos del Administrador del Acuerdo: En la audiencia de aprobación
20 final, los Abogados del Grupo solicitará al Tribunal la aprobación de los costos de la
21 Administración del Acuerdo, actualmente estimados en \$29,500. Estos costos se incluyen en el
22 Monto Bruto del Acuerdo y procederán del mismo. Si el monto real de los Costos de
23 Administración del Acuerdo es inferior a \$29,500, la diferencia se agregará al Monto Neto del
24 Acuerdo del Grupo. Si los Costos de Administración del Acuerdo superan los \$29,500, la
25 diferencia se pagará exclusivamente con cargo al Monto Bruto del Acuerdo y los Demandados
26 no serán responsables de pagar ningún fondo adicional para pagar estos costos adicionales.

27 c. Compensación a la Demandante Nombrada: En la audiencia de aprobación
28 final, los Abogados del Grupo solicitarán al Tribunal un laudo de hasta \$20,000.00 a la
Demandante Nombrada como Compensación por sus servicios y por asumir los riesgos asociados
con este litigio y por el tiempo dedicado a ayudar a los Abogados del Grupo a litigar esta Acción.
Los Demandados no se opondrán a esta solicitud. La Compensación se incluye en el Monto
Bruto del Acuerdo y procederá del mismo. A la Demandante Nombrada se le emitirá un

Formulario 1099 del IRS por la Compensación aprobada por el Tribunal de conformidad con este Párrafo. La Asignación de la Compensación pagadera a la Demandante Nombrada será adicional a cualquier pago que pueda recibir de conformidad con el Párrafo 49. e., a continuación. Si el Tribunal adjudica menos del monto solicitado, cualquier monto no adjudicado formará parte de la distribución a los Miembros del Grupo Participantes según lo establecido en el presente Acuerdo y no será motivo para anular y/o terminar el presente Acuerdo.

d. Monto de PAGA: En la audiencia de aprobación final, los Abogados del Grupo solicitarán al Tribunal la aprobación del Monto de PAGA de \$100,000.00, sujeto a la disposición de ajuste del párrafo 48(a)(ii) del Acuerdo, para las reclamaciones por sanciones civiles presentadas de conformidad con PAGA. Los Abogados del Grupo enviarán una notificación de este Acuerdo a la LWDA, según lo requerido por el Código Laboral § 2699(l)(2). Las Partes acuerdan que el 75% del Monto de PAGA (\$75,000.00) se pagará a la LWDA como **“Pago de LWDA”**, y el 25% restante (\$25,000.00) se asignará a los Empleados Agraviados como el **“Pago de PAGA”**. La parte del Pago de PAGA asignado a cada uno de los Empleados Agraviados se calculará utilizando la misma fórmula que se establece en el Párrafo 49. e. Todos los Miembros del Grupo que hayan trabajado durante el Período de PAGA y que opten por no participar en el Acuerdo seguirán siendo considerados Empleados Agraviados a los efectos de este Párrafo 49. d y, por lo tanto, (i) recibirán su parte del Pago de PAGA (el Pago Individual de PAGA); y (ii) liberarán todas las Reclamaciones de PAGA contra las Partes Exoneradas.

e. Pagos Individuales del Acuerdo. Los Pagos Individuales del Acuerdo consistirán en: (i) parte *prorrataada* de cada Miembro del Grupo Participante del Monto Neto del Acuerdo del Grupo (el **“Pago a los Miembros del Grupo Participantes”**); y (ii) si procede, la parte *prorrataada* de cada Empleado Agraviado del Pago de PAGA (el Pago Individual de PAGA).

i) Pago a los Miembros del Grupo Participantes: Después de deducir los montos aprobados especificados en los párrafos 49. a-d anteriores, cada Miembro del Grupo Participante tendrá derecho a una parte prorrateada del monto restante. Los Pagos a los Miembros del Grupo Participantes se calcularán a partir del Monto Neto del Acuerdo del Grupo en función del número respectivo de períodos de pago trabajados por cada Miembro del Grupo Participante en un puesto de trabajo no exento durante el Período del Grupo. Se considerará que todos los Miembros del Grupo han trabajado durante al menos un período de pago durante el Período del Grupo. La parte del Monto Neto del Acuerdo del Grupo de cada Miembro del Grupo Participante

se calculará dividiendo los períodos de pago del Miembro del Grupo Participante trabajados en un puesto de trabajo no exento por el número total de períodos de pago trabajados por todos los Miembros del Grupo en un puesto de trabajo no exento durante el Período del Grupo y multiplicando esta cifra por el Monto Neto del Acuerdo del Grupo. La Notificación del Grupo incluirá el número de períodos de pago que el Miembro del Grupo trabajó durante el Período del Grupo y el monto que se estima que el Miembro del Grupo recibirá de conformidad con los términos del Acuerdo.

ii) Pago Individual de PAGA: Para cada Empleado Agraviado, el Pago Individual del Acuerdo también incluirá la parte prorrateada de cada Miembro del Grupo del Pago de PAGA, según se establece en el Párrafo 49.d (el Pago Individual de PAGA).

f. Las Partes reconocen y acuerdan que la fórmula utilizada para calcular los Pagos Individuales del Acuerdo (incluidos los Pagos de los Miembros del Grupo Participante y los Pagos Individuales de PAGA) no significa que no se tengan en cuenta todos los elementos de daños, restitución y sanciones alegados en las Acciones. La fórmula anterior se diseñó como un método práctico y logístico para simplificar el proceso de participación.

g) Los Pagos a los Miembros del Grupo Participantes se distribuirán únicamente a los Miembros del Grupo Participantes. La parte del Monto Neto del Acuerdo del Grupo asignada a los Miembros del Grupo que opten por no participar en el Acuerdo se distribuirá a los Miembros del Grupo Participantes de forma prorrateada según la fórmula establecida en el Párrafo 49.e. Los Pagos Individuales de PAGA se distribuirán a todos los Empleados Agraviados.

h) Las Partes acuerdan que, bajo ninguna circunstancia, los Demandados estarán obligados a pagar ningún monto de conformidad con el presente Acuerdo a ningún Miembro del Grupo que no sean Miembros del Grupo Participantes, con la excepción de los Pagos Individuales de PAGA que no se vean afectados por el hecho de que un Miembro del Grupo opte por no participar en el Acuerdo. Además, las Partes acuerdan que, excepto según lo dispuesto en el Párrafo 48, bajo ninguna circunstancia los Demandados estarán obligados a pagar más que el Monto Bruto del Acuerdo como liquidación total de la Acción.

50. Sin Crédito para los Planes de Beneficios. Los Pagos Individuales del Acuerdo efectuados a los Miembros del Grupo Participantes de conformidad con este Acuerdo, incluidos los Pagos Individuales de PAGA efectuados a los Empleados Agraviados, no se utilizarán para calcular ningún beneficio adicional de conformidad con ningún plan de beneficios al que los Miembros del Grupo Participantes o Empleados Agraviados puedan ser elegibles, incluidos, entre otros: planes de participación en los beneficios, planes de bonificación, planes 401(k), planes de compra de acciones, planes de vacaciones, planes de licencia por enfermedad, planes

PTO y cualquier otro plan de beneficios. Por lo contrario, es intención de las Partes que este Acuerdo no afecte a ningún derecho, contribución o monto al que los Miembros del Grupo Participantes o Empleados Agraviados puedan tener derecho de conformidad con cualquier plan de beneficios.

51. Impuesto de los Ingresos del Acuerdo. Todos los Pagos del Acuerdo efectuados a los Miembros del Grupo Participantes, a los Empleados Agraviados y a la Demandante Nombrada se pagarán por un monto neto después de que se hayan deducido las retenciones fiscales estatales y federales aplicables, incluidos los impuestos de nómina.

a. Los Pagos a los Miembros del Grupo Participantes se declararán de la siguiente manera: (i) el 20% del monto distribuido a cada Miembro del Grupo Participante se considerará salario, y se declarará como tal a cada Miembro del Grupo Participante en un Formulario W-2; (ii) el 40% del monto distribuido a cada Miembro del Grupo Participante se considerará interés sobre los salarios no pagados, y se declarará como tal a cada Miembro del Grupo Participante en un Formulario 1099 del IRS; y (iii) el 40% del monto distribuido a cada Miembro del Grupo Participante se considerará una sanción legal, y se declarará como tal a cada Miembro del Grupo Participante en un Formulario 1099 del IRS. Los Pagos de PAGA distribuidos a cada Empleado Agraviado se considerarán sanciones y se declararán en un Formulario 1099 del IRS.

b. Antes de enviar por correo los Pagos Individuales del Acuerdo, el Administrador del Acuerdo calculará, retendrá del Pago Individual del Acuerdo y remitirá a las agencias gubernamentales correspondientes los montos suficientes que puedan adeudar los Miembros del Grupo Participantes por las retenciones e impuestos requeridos, incluidos todos los impuestos de nómina. El Administrador del Acuerdo emitirá los formularios de impuestos correspondientes a cada Miembro del Grupo Participante y Empleado Agraviado de conformidad con el desglose anterior. Las Partes entienden que la Demandante Nombrada, los Miembros del Grupo Participantes y los Empleados Agraviados que reciban un Pago Individual del Acuerdo, incluido un Pago Individual de PAGA, de conformidad con el presente Acuerdo serán los únicos responsables de todas y cada una de las obligaciones fiscales asociadas con dicha recepción.

c. Las Partes estipulan que el Fondo del Acuerdo (según se define en el Párrafo 56) será considerado un fondo de liquidación de conformidad con los requisitos de la Sección 468(B)(g) del Código de Rentas Internas de 1986, con sus enmiendas, y Sección 1.468B-1 *et seq.* de las regulaciones federales del impuesto sobre la renta. Además, el Administrador del Acuerdo es designado como el “**Administrador**” de los fondos de liquidación cualificados a los efectos de la Sección 1.468B-2(k) de las regulaciones del impuesto sobre la renta. En consecuencia, todos los impuestos sobre los ingresos brutos del Fondo del Acuerdo y todos los gastos relacionados con los impuestos que surjan de cualquier declaración de impuestos sobre

1 ingresos u otro documento de declaración que pueda ser requerido por el Servicio de Impuestos
2 Internos o cualquier agencia fiscal estatal o local se pagarán con cargo al Fondo del Acuerdo.

3 d. Todas las Partes declaran y reconocen que nada de lo contenido en este
4 Acuerdo constituye asesoramiento fiscal en relación con el tratamiento fiscal de los pagos de
5 conformidad con la legislación federal, estatal o local. La Demandante Nombrada, los Miembros
6 del Grupo Participantes y los Empleados Agraviados asumirán cualquier obligación o
7 consecuencia fiscal que pueda surgir de este Acuerdo y los Miembros del Grupo no solicitarán
8 ninguna indemnización a las Partes ni a ninguna de las Partes Exoneradas a este respecto. En
9 caso de que cualquier agencia fiscal determine que se adeudan impuestos adicionales de cualquier
10 Miembro del Grupo o Empleado Agraviado, incluida la Demandante Nombrada, dicho Miembro
11 del Grupo o Empleado Agraviado asume toda la responsabilidad del pago de dichos impuestos.

12 52. Procedimiento de Notificación. En un plazo de 14 días naturales posteriores al
13 dictado de la Orden de Aprobación Preliminar, los Demandados proporcionarán al Administrador
14 del Acuerdo una lista de los Miembros del Grupo que identifique a cada Miembro del Grupo por
15 nombre, Número de Seguro Social, empleador y última dirección conocida; y especifique el
16 número de períodos de pago trabajados por cada Miembro del Grupo en un puesto de trabajo no
17 exento durante el Período del Grupo y el Periodo de PAGA (la “**Lista del Grupo**”). Los
18 Demandados proporcionarán la Lista del Grupo en un archivo Excel u otro formato
19 razonablemente aceptable para el Administrador del Acuerdo. El Administrador del Acuerdo
20 mantendrá la confidencialidad de la lista, excepto que se proporcionará a los Abogados del
21 Grupo, que la soliciten con los Números de Seguro Social y la información de dirección
22 redactada, y los Abogados del Grupo aceptan utilizar dicha información sólo para los fines que
23 se describen en este Acuerdo.

24 a. Una vez recibida la Lista del Grupo, el Administrador del Acuerdo
25 realizará una búsqueda basada en la Base de Datos Nacional de Cambio de Domicilio para
26 actualizar y corregir cualquier cambio de domicilio conocido o identificable. El Administrador
27 del Acuerdo ejercerá su mejor criterio para determinar la dirección postal actual de cada Miembro
28 del Grupo. En un plazo de 14 días naturales tras la recepción de la Lista del Grupo, el
Administrador del Acuerdo enviará la Notificación del Grupo a cada Miembro del Grupo por
correo de primera clase de EE. UU. La recepción de la Notificación del Grupo se presupondrá
en cuanto a todos y cada uno de los Miembros del Grupo cuya Notificación del Grupo no se
devuelva al Administrador del Acuerdo como imposible de entregar en un plazo de 14 días
naturales después del envío por correo.

b. El Administrador del Acuerdo volverá a enviar por correo postal cualquier
paquete de notificación devuelto por el Servicio Postal de los Estados Unidos con una dirección

1 de reenvío a más tardar en el vencimiento del Período de Notificación. Se presupondrá de forma
2 concluyente que aquellos Miembros del Grupo cuya Notificación del Grupo reenviada no se
3 devuelva al Administrador del Acuerdo por imposibilidad de entrega en un plazo de 14 días
4 naturales tras el reenvío por correo, recibieron la Notificación del Grupo. Los Miembros del
5 Grupo que reciban un Aviso del Grupo reenviado tendrán 60 días a partir del envío por correo
original o 15 días a partir del envío por correo, lo que ocurra primero, para oponerse, excluirse o
disputar las semanas laborales atribuidas al Miembro del Grupo.

6 c. El Administrador del Acuerdo utilizará el rastreo de omisiones adecuado
7 y las búsquedas nacionales de cambio de domicilio apropiadas para aumentar la probabilidad de
8 entrega de la Notificación del Grupo a los Miembros del Grupo, y para volver a enviar por correo
9 los paquetes de notificación devueltos por el Servicio Postal sin una dirección de reenvío al
localizar direcciones nuevas o alternativas después de una búsqueda razonable.

10 d. Los Abogados del Grupo proporcionarán al Tribunal, en relación con la
11 solicitud de aprobación final del Acuerdo, una declaración del Administrador del Acuerdo
12 confirmando que la Notificación del Grupo se envió por correo a todos los Miembros del Grupo
según lo requerido por este Acuerdo, así como cualquier información adicional que los Abogados
del Grupo consideren apropiada proporcionar al Tribunal.

13 53. Procedimiento de Disputa. La Notificación del Grupo incluirá un procedimiento
14 mediante el cual un Miembro del Grupo puede disputar el número de períodos de pago asignados
15 al Miembro del Grupo presentando una disputa por escrito enviada por Correo Postal de EE. UU.
16 al Administrador del Acuerdo con el timbre postal a más tardar en el vencimiento del Período de
Notificación (“**Disputa del Período de Pago**”). Para ser válida, una Disputa de Período de Pago
17 debe contener lo siguiente: (i) el nombre completo, la dirección actual y la firma del Miembro
del Grupo; (ii) el nombre de la Acción y el número de caso; (iii) el número de períodos de pago
18 que mantiene el Miembro del Grupo es correcto; y (iv) pruebas documentales suficientes para
19 demostrar que el cálculo de los períodos de pago por parte de los Demandados para el Miembro
del Grupo es incorrecto, si las hubiera. Al recibir la notificación de una Disputa de Período de
20 Pago, el Administrador del Acuerdo deberá notificar inmediatamente a los Abogados de los
Demandados una copia de la Disputa de Período de Pago y cualquier documento adjunto. Los
21 Abogados de los Demandados informarán a los Abogados del Grupo de dicha disputa. Ninguna
22 Disputa de Período de Pago será efectiva ni se considerará para ningún propósito a menos que
23 sea enviada oportunamente por correo postal de EE. UU. y

1 recibida por el Administrador del Acuerdo según lo dispuesto anteriormente. El Demandado
2 tendrá derecho a responder a la Disputa del Período de Pago por parte de cualquier Miembro del
3 Grupo. El Administrador del Acuerdo resolverá la Disputa de Período de Pago y tomará una
determinación final y vinculante sin audiencia ni derecho de apelación.

4 a. En el transcurso de 14 días naturales después del cierre del Período de
5 Notificación, el Administrador del Acuerdo proporcionará a los Abogados del Grupo y a los
6 Abogados de los Demandados un informe que indique el monto de todos los Pagos Individuales
7 del Acuerdo, incluidos los Pagos Individuales de PAGA, que se efectuarán a los Miembros del
8 Grupo Participantes y a los Empleados Agraviados. El informe a los Abogados del Grupo no
incluirá los nombres ni la información de contacto de los Miembros del Grupo Participantes ni
de los Empleados Agraviados.

9 54. Procedimiento de Exclusión Voluntaria. A menos que un Miembro del Grupo opte
10 por no participar en el convenio descrito en este Acuerdo, el Miembro del Grupo estará vinculado
11 por los términos y condiciones de este Acuerdo, incluida la exoneración de las Reclamaciones
12 Exoneradas que surgieron durante el Período del Grupo. Un Miembro del Grupo no tendrá
13 derecho a optar por no participar en la resolución establecida en este Acuerdo a menos que el
14 Miembro del Grupo envíe una solicitud de exclusión válida ("**Solicitud de Exclusión**"). Una
15 Solicitud de Exclusión válida debe: (i) contener el nombre completo, la dirección actual y la
16 firma del Miembro del Grupo; (ii) el nombre de la Acción y el número de caso; (iii) una solicitud
17 por escrito que exprese claramente el deseo del Miembro del Grupo de ser excluido del Acuerdo
18 (u optar por no participar en el Acuerdo); y (iv) se devolverán de forma que tengan el timbre
postal en o antes de la fecha de expiración del Período de Notificación. Todos los Miembros del
Grupo que hayan trabajado durante el Periodo de PAGA y que opten por no participar en el
Acuerdo seguirán considerándose Empleados Agraviados a los efectos del presente Acuerdo.

19 a. Al recibir cualquier Solicitud de Exclusión Voluntaria dentro del Período
20 de Notificación, el Administrador del Acuerdo revisará la Solicitud de Exclusión Voluntaria para
confirmar que cumple con los requisitos de exclusión voluntaria de este Acuerdo.

21 b. Cualquier Miembro del Grupo que no presente una Solicitud de Exclusión
22 Voluntaria oportuna, completa y válida no podrá optar por excluirse de este Acuerdo o del
23 acuerdo, a menos que el Tribunal ordene lo contrario. Si el Administrador del Acuerdo recibe
24 una Solicitud de Exclusión Voluntaria oportunamente, pero incompleta, hará todos los esfuerzos
25 razonables para comunicarse con el Miembro del Grupo para subsanar el error. El Administrador
26 del Acuerdo no considerará ninguna Solicitud de Exclusión Voluntaria con timbre postal después
27 de la finalización del Período de Notificación, pero informará de la recepción de dichas
28 solicitudes a los Abogados del Grupo y a los Abogados de los Demandados. Se presupondrá que,
si una Solicitud de Exclusión Voluntaria no tiene el timbre postal a la finalización del Período de

1 Notificación, el Miembro del Grupo no realizó la solicitud de forma y tiempo. Una declaración
2 presentada por cualquier Miembro del Grupo que certifique el envío por correo postal de una
3 Solicitud de Exclusión Voluntaria en o antes de la finalización del Período de Notificación será
4 insuficiente para superar la presunción concluyente de que la Solicitud de Exclusión Voluntaria
5 no se presentó a tiempo. Bajo ninguna circunstancia el Administrador del Acuerdo tendrá
6 autoridad para ampliar el plazo para que los Miembros del Grupo presenten una solicitud de
exclusión voluntaria del Acuerdo sin el consentimiento conjunto por escrito de las Partes.

7 c. Al cierre del Período de Notificación, el Administrador del Acuerdo
8 informará a las partes los nombres de todas las personas que optaron por no participar en el
9 Acuerdo e incluirá esta información en una Declaración relativa a la distribución de la
notificación que se proporcionará en apoyo de la Moción de Aprobación Final de la Demandante.

10 d. Si el 10% o más de los Miembros del Grupo optan oportunamente por
11 excluirse del Acuerdo, los Demandados tendrán la única y absoluta discreción de retirarse de este
12 Acuerdo en un plazo de diez (10) días naturales después de que los Demandados reciban la
13 notificación del número de exclusiones. Los Demandados notificarán por escrito a los Abogados
14 del Grupo si tienen la intención de retirarse de este Acuerdo. En el caso de que los Demandados
15 decidan retirarse, la retirada tendrá el mismo efecto que la rescisión del presente Acuerdo por
16 incumplimiento de una condición del acuerdo, y el Acuerdo quedará nulo y sin efecto, y el grupo
17 certificado de conformidad con el presente Acuerdo quedará descertificada de todos los efectos.
18 Si los Demandados deciden rescindir este Acuerdo de Liquidación de conformidad con esta
19 disposición, serán responsables del pago de los honorarios y costos del Administrador del
20 Acuerdo. Si el Acuerdo de Liquidación se rescinde por cualquier otro motivo, incluido el hecho
21 de que el Tribunal no otorgue la aprobación final del acuerdo de las Partes, los Abogados del
Grupo y los Demandados serán responsables conjuntamente de los honorarios y costos del
Administrador del Acuerdo.

22 55. Objeciones al Acuerdo. Cualquier Miembro del Grupo puede oponerse al
23 Acuerdo. Cualquier objeción escrita debe enviarse por correo postal al Administrador del
24 Acuerdo (quien deberá proporcionar de inmediato una copia a los Abogados del Grupo y a los
25 Abogados de los Demandados) antes de la finalización del Período de Notificación. Los
26 Abogados del Grupo se asegurarán de que las objeciones escritas se presenten ante el Tribunal al
27 mismo tiempo que los documentos de aprobación final, anexándolos a la Declaración del
28 Administrador del Acuerdo. Los Miembros del Grupo que no hayan presentado objeciones por
escrito aún pueden comparecer y ser escuchados en la Audiencia del Acuerdo.

1 a. Las objeciones por escrito al Acuerdo deben contener al menos lo
2 siguiente: (i) el nombre completo, la dirección actual y la firma del Miembro del Grupo que
3 presenta la objeción; (ii) una referencia clara a la Acción; (iii) una declaración de los motivos
4 específicos por los que el objetante considera que el Acuerdo es injusto u objeta el Acuerdo; y
5 (iv) una declaración de si el objetante tiene la intención de comparecer en la audiencia de
6 aprobación final, ya sea en persona o a través de un abogado y, si es a través de un abogado, una
7 declaración que identifique a ese abogado por nombre, número de colegiado, dirección y número
8 de teléfono. Todas las objeciones deberán estar firmadas por el Miembro del Grupo que presente
9 la objeción o por su representante legalmente autorizado.

10 b. Los Abogados del Grupo o los Abogados de los Demandados pueden,
11 hasta cinco (5) días hábiles de la corte antes de la Fecha de la Audiencia Final, presentar
12 respuestas a cualquier objeción escrita presentada al Tribunal.

13 c. A menos que opten por no participar en el Acuerdo según se especifica en
14 el Párrafo 54, los Miembros del Grupo que se opongan a la resolución propuesta o al Acuerdo
15 seguirán siendo Miembros del Grupo Participantes, y se considerará que han renunciado
16 voluntariamente a su derecho a interponer un recurso independiente contra los Demandados y las
17 otras Partes Exoneradas. En la medida en que cualquier Miembro del Grupo Participante se
18 oponga a la resolución propuesta o al Acuerdo y dicha objeción sea desestimada en su totalidad
19 o en parte, dichas personas quedaran vinculadas por la Orden de Aprobación Final del Tribunal.

20 d. En el caso de que cualquier persona objete o se oponga a esta resolución
21 propuesta o al Acuerdo, o intente intervenir o entrar de otro modo en la Acción, las Partes y los
22 Abogados del Grupo harán todo lo posible por defender el Acuerdo.

23 e. Un Miembro del Grupo no puede excluirse ni oponerse al Acuerdo. Si un
24 Miembro del Grupo se opone y opta por no participar en el Acuerdo, la exclusión voluntaria
25 prevalecerá y la objeción se considerará nula.

26 56. Financiación y Distribución de la Liquidación.

27 a. En un plazo de diez (10) días naturales a partir de la finalización del
28 Período de Notificación, el Administrador del Acuerdo proporcionará una declaración preliminar
a los Abogados del Grupo y a los Abogados de los Demandados en el que se establezca lo
siguiente; el número de Miembros del Grupo Participantes y Empleados Agraviados; la identidad
de las personas que optaron por no participar en el Acuerdo; el monto total pagadero a todos los
Miembros del Grupo Participantes y Empleados Agraviados; y el monto total de PAGA, los
honorarios y costos de los abogados, la compensación, los costos de administración del Acuerdo,
el monto neto del Acuerdo del Grupo y los impuestos del empleador correspondientes para
cualquier parte de los Pagos Individuales del Acuerdo designados como salarios.

b. Una vez que el Tribunal dicte la Orden Final y la Sentencia Final, y dentro de los 15 días posteriores a la Fecha de entrada en vigor, el Demandado Far West remitirá al Administrador del Acuerdo el Monto Bruto del Acuerdo de \$1,050,000.00, sujeto a la disposición de ajuste del párrafo 48(a)(ii) del Acuerdo, y cada uno de los Demandados remitirá al Administrador del Acuerdo cada uno de los impuestos respectivos del empleador por cualquier parte de los Pagos Individuales del Acuerdo designados como salarios (en conjunto, el “**Fondo del Acuerdo**”). La entrega por parte de los Demandados del Fondo del Acuerdo al Administrador del Acuerdo constituirá el cumplimiento total y completo de la totalidad de las obligaciones de los Demandados de conformidad con el presente Acuerdo, a menos que el Administrador del Acuerdo solicite algo más para garantizar un desembolso oportuno y adecuado. Ninguna de las Partes Exoneradas tendrá ninguna otra obligación o responsabilidad ante la Demandante Nombrada, los Miembros del Grupo Participantes, los Empleados Agraviados o los Abogados del Grupo de conformidad con el presente Acuerdo, en relación con las reclamaciones exoneradas en el presente Acuerdo, independientemente de si la Demandante Nombrada, los Miembros del Grupo Participantes, los Empleados Agraviados o los Abogados del Grupo reciben los pagos del Administrador del Acuerdo establecidos en el presente Acuerdo.

c. La distribución de los Pagos Individuales del Acuerdo a los Miembros del Grupo Participantes y a los Empleados Agraviados se efectuarán a más tardar diez (10) días naturales después de la recepción del Fondo del Acuerdo de los Demandados (“**Fecha Límite de Distribución de los Ingresos del Acuerdo**”). Se considerará que el Administrador del Acuerdo ha distribuido oportunamente los Pagos Individuales del Acuerdo, incluidos los Pagos Individuales de PAGA, si envía por correo postal los Pagos Individuales del Acuerdo para todos los Miembros del Grupo Participantes y los Pagos Individuales de PAGA para todos los Empleados Agraviados antes de la Fecha Límite de Distribución de los Ingresos del Acuerdo. Ninguna persona tendrá ninguna reclamación contra el Administrador del Acuerdo, los Demandados, los Abogados del Grupo, los Abogados del Demandado ni ningún otro agente designado por la Demandante Nombrada o los Abogados del Grupo en función de la distribución de los Pagos Individuales del Acuerdo efectuados sustancialmente de conformidad con este Acuerdo o con otras órdenes del Tribunal.

d. La distribución del Pago de LWDA, los Honorarios y Costos de los Abogados, y la Compensación se efectuarán a más tardar diez (10) días naturales después de que el Administrador del Acuerdo reciba el Fondo del Acuerdo del Demandado Far West.

e. Si el cheque de un Miembro del Grupo Participante o Empleado Agraviado se devuelve al Administrador del Acuerdo, el Administrador del Acuerdo hará todo lo razonablemente posible para volver a enviarlo por correo postal al Miembro del Grupo participante o Empleado Agraviado a la dirección correcta. Se entiende y acuerda expresamente que los cheques de los Pagos Individuales del Acuerdo, incluidos los Pagos Individuales de

1 PAGA, se anularán y dejarán de estar disponibles si no se cobran dentro de los 180 días naturales
2 posteriores al envío por correo postal. Una vez anulados los cheques, los fondos restantes de los
3 cheques anulados se transferirán a los Defensores Especiales Nombrados por el Tribunal de Los
Angeles como beneficiarios *cy pres*.

4 f. Los Demandados no estarán obligados a realizar ningún pago
5 contemplado en este Acuerdo a menos que y hasta que el Tribunal dicte la Orden Final y
6 Sentencia Final, y después de la Fecha de entrada en vigor del Acuerdo.

7 g. Dentro de los sesenta (60) días naturales posteriores a la Fecha Límite de
8 Distribución de los Ingresos del Acuerdo, el Administrador del Acuerdo proporcionará una
9 certificación por escrito de la finalización de la administración del acuerdo a los Abogados del
Grupo y a los Abogados de los Demandados.

10 57. Efecto Vinculante del Acuerdo sobre los Miembros del Grupo. Sujeto a la
11 aprobación final del Tribunal y a la llegada de la Fecha de entrada en vigor, y a menos que se
12 disponga lo contrario en este Acuerdo, todos los Miembros del Grupo Participantes estarán
obligados por este Acuerdo.

13 58. Efecto Vinculante del Acuerdo para los Empleados Agraviados y el Estado de
14 California. Los Empleados Agraviados y el Estado de California, en la medida en que lo permita
15 la ley, se considerarán por efecto de la Orden Final y la Sentencia Final que han acordado no
16 demandar ni presentar reclamaciones contra los Demandados o cualquiera de las Partes
Exoneradas por cualquiera de las Reclamaciones de PAGA y estar obligados a la Exoneración
de las Reclamaciones de PAGA durante el Período de PAGA según se establece en este Acuerdo.

17 59. Aprobación Provisional del Acuerdo. La Demandante Nombrada presentará una
18 moción en la Acción solicitando que el Tribunal dicte la Orden de Aprobación Preliminar poco
19 después de la plena ejecución del presente Acuerdo. Los Demandados no se opondrán a la moción
20 de los Abogados del Grupo para la aprobación preliminar del Acuerdo, siempre que la moción y
21 los documentos de apoyo sean coherentes con los términos de este Acuerdo. Los Abogados del
22 Grupo proporcionará a los Abogados de los Demandados al menos 3 días hábiles para revisar y
23 proporcionar comentarios a la moción provisional para la aprobación preliminar del Acuerdo
24 antes de que la moción y los documentos de apoyo se presenten ante el Tribunal. Sin perjuicio
25 de lo anterior, los Demandados pueden, sin oponerse a la moción de aprobación preliminar,
26 informar al Tribunal si los Demandados impugnan cualquiera de las declaraciones fácticas
27 relativas a las reclamaciones en cuestión incluidas por la Demandante Nombrada en la moción y
28 los documentos de apoyo. Los Abogados de los Demandados se reunirán y consultarán con los
Abogados del Grupo en relación con cualquier declaración fáctica en disputa antes de notificar
al Tribunal cualquier disputa.

1 60. No interferencia con el procedimiento de las reclamaciones. Las Partes y sus
2 abogados acuerdan que no asesorarán, solicitarán ni animarán de ninguna manera a los Miembros
3 del Grupo a que presenten solicitudes de exclusión u objeciones al Acuerdo o a que apelen la
4 Orden Final o Sentencia Final. Nada de lo contenido en este párrafo se interpretará como una
5 restricción de la capacidad de los Abogados del Grupo para comunicarse con los Miembros del
6 Grupo de conformidad con las obligaciones éticas de los Abogados del Grupo con respecto a los
Miembros del Grupo.

7 61. Orden Final y Sentencia Final. La Demandante Nombrada solicitará que el
8 Tribunal dicte, después de la Audiencia del Acuerdo que apruebe definitivamente este Acuerdo,
9 una Orden Final y Sentencia Final. La Demandante Nombrada solicitará que la Orden Final y la
10 Sentencia Final certifiquen al Grupo Participante; determinen que el presente Acuerdo es justo,
11 justo, equitativo, razonable, adecuado y en el mejor interés del Grupo y de los Empleados
12 Agraviados; hacer referencia a los empleados (si los hubiera) que optaron por no participar en el
13 Acuerdo; ordenar que los Miembros del Grupo Participantes liberen a las Partes Exoneradas de
14 las Reclamaciones Exoneradas; ordenar que los Empleados Agraviados y el Estado de California
15 liberen a las Partes Exoneradas de las Reclamaciones de PAGA según lo establecido en este
16 Acuerdo (en la medida permitida por la ley); y exigir a las Partes que lleven a cabo las
disposiciones del presente Acuerdo.

17 62. Anulación Automática del Acuerdo si el Acuerdo no es Definitivo. Si por
18 cualquier motivo el procedimiento establecido en el presente Acuerdo no se hiciera definitivo, el
19 Acuerdo será anulado y las órdenes, sentencias y desestimaciones que se dicten de conformidad
20 con este Acuerdo quedarán sin efecto, y las Partes volverán a la situación anterior a la suscripción
21 de este Acuerdo con respecto a las Acciones, como si las Partes nunca hubieran suscrito este
22 Acuerdo, y el grupo certificado de demandantes de conformidad con este Acuerdo se
23 descertificará en todos los efectos. Además, en tal caso, el Acuerdo y todas las negociaciones,
24 órdenes judiciales y procedimientos relacionados con este Acuerdo serán sin perjuicio de los
25 derechos de todas y cada una de las partes de este Acuerdo, y las pruebas relacionadas con el
Acuerdo y todas las negociaciones no serán admisibles ni revelables en las Acciones de ninguna
otra forma.

26 63. No habrá doble recuperación. Ninguna persona que ya haya liberado, cedido o
27 renunciado de cualquier manera a las reclamaciones presentadas en la Acción se considerará un
28

Miembro del Grupo ni tendrá derecho a la recuperación de conformidad con el presente Acuerdo. Estas personas quedarán excluidas de la Lista del Grupo.

64. No se hará pública la Acción. La Demandante Nombrada y los Abogados del Grupo acuerdan que no harán pública la presentación de la Acción, el acuerdo de las Partes, este Acuerdo y sus términos, o las negociaciones que llevaron a este Acuerdo con nadie que no sea el Tribunal, los Miembros del Grupo o las personas necesarias para efectuar los términos del Acuerdo. La prohibición establecida en este Párrafo 64 incluye, entre otras a: (i) la publicación por parte de la Demandante Nombrada o de los Abogados del Grupo en cualquier sitio web (incluyendo, entre otras, la publicación en cualquier cuenta de Twitter, Facebook, otras redes sociales o blog, o sitio web comercial) del monto o los términos del Acuerdo, con o sin información identificativa; y (ii) la presentación de información a los Veredictos y Acuerdos o cualquier otra publicación que resuma los resultados de los veredictos y acuerdos del jurado.

a. Sin perjuicio de lo anterior, los Abogados del Grupo podrán responder a las preguntas recibidas y analizar cualquier aspecto de este Acuerdo con los Miembros del Grupo o sus representantes legales, el Administrador del Acuerdo, el Tribunal y los representantes de la LWDA de California.

b. Sin perjuicio de lo anterior, nada de lo contenido en este Párrafo prohibirá la presentación de información ante el Tribunal o la LWDA relacionada con el Acuerdo que sea necesaria para llevar a efecto este Acuerdo, ni la publicación en línea de documentos relacionados con las Acciones por parte del Administrador del Acuerdo según lo permitido por este Acuerdo, incluida la Sentencia dictada por el Tribunal.

c. La Demandante Nombrada y los Abogados del Grupo acuerdan que todos los datos e información producidos informalmente por los Demandados en relación con la resolución de esta Acción serán se mantendrán confidenciales y no se compartirán con ninguna otra persona o entidad.

65. Invalidación del acuerdo por incumplimiento de las condiciones. Si el Tribunal realiza cambios sustanciales en los términos o condiciones sustanciales de los Párrafos 1 al 64 del presente Acuerdo que no sean acordados por las Partes, cualquiera de las Partes tendrá derecho a rescindir el presente Acuerdo, en cuyo caso los Demandados no estarán obligados a realizar ningún pago a ningún Miembro del Grupo, a los Abogados del Grupo o a la Demandante Nombrada. Las Partes se reunirán y consultarán de buena fe e involucrarán a la Mediadora según sea necesario antes de ejercer dicho derecho.

66. Modificación por escrito. El presente Acuerdo podrá ser alterado, enmendado, modificado o renunciado, en su totalidad o en parte, únicamente mediante un escrito firmado por

1 todos los signatarios del presente Acuerdo y aprobado por el Tribunal. El presente Acuerdo no
2 podrá ser enmendado, alterado, modificado o renunciado, en su totalidad o en parte, verbalmente.

3 67. Cooperación continua. La Demandante Nombrada y los Demandados firmarán
4 todos los documentos y llevarán a cabo todos los actos necesarios y apropiados para efectuar los
5 términos de este Acuerdo. En caso de que las Partes no puedan llegar a un acuerdo sobre la forma
6 o el contenido de cualquier documento necesario para implementar el Acuerdo, o sobre cualquier
7 disposición complementaria que pueda ser necesaria para efectuar los términos del Acuerdo, las
8 Partes acuerdan solicitar la asistencia de la Mediadora y, si aún no pueden resolver su disputa,
9 solicitaran la asistencia del Tribunal.

10 68. Notificaciones. Todas las notificaciones, solicitudes, demandas y otras
11 comunicaciones requeridas o permitidas de conformidad con el presente Acuerdo se harán por
12 escrito y se entregarán personalmente o por correo de primera clase al Administrador del Acuerdo
13 aprobado por el Tribunal y a las personas abajo firmantes en sus respectivas direcciones, tal y
14 como se establece a continuación:

15 **ABOGADOS DEL GRUPO**

16 THE SPIVAK LAW FIRM

17 David Spivak, Esq.

18 8605 Santa Monica Blvd., PMB 42554

19 West Hollywood, CA 90069

20 Teléfono: (213) 725-9094

21 SMITH LAW

22 Benjamin J. Smith, Esq.

23 8605 Santa Monica Blvd., PMB 97638

24 West Hollywood, CA 90069

25 Teléfono: (818) 839-9607

26 **ABOGADOS DE LOS DEMANDADOS**

27 RUTAN & TUCKER, LLP

28 Maria Z. Stearns, Esq.

Kenneth J. Zielinski, Esq.

K. Bartlett Jordan, Esq.

18575 Jamboree Road, 9th Floor

Irvine, California 92612

Teléfono: (714) 641-5100

69. Vinculación con los sucesores. El presente Acuerdo será vinculante y redundará
en beneficio de las Partes y sus respectivos sucesores, cesionarios, albaceas, administradores,
herederos y representantes legales.

1 70. Acuerdo completo. El presente Acuerdo constituye el entendimiento, convenio y
2 acuerdo total, completo e íntegro entre la Demandante Nombrada, los Miembros del Grupo y los
3 Empleados Agraviados, por una parte, y los Demandados, por otra, con respecto a la resolución
4 de la Acción. El presente Acuerdo sustituye a todos y cada uno de los entendimientos, acuerdos
5 y arreglos verbales o por escrito anteriores entre las Partes con respecto a la resolución de la
6 Acción. Excepto por los establecidos expresamente en este Acuerdo, no existen otros acuerdos,
7 convenios, promesas, declaraciones o arreglos entre las Partes con respecto a la resolución de la
8 Acción, las Reclamaciones de PAGA y las Reclamaciones e

9 Exoneradas contra los Demandados y las Partes Exoneradas. Las Partes reconocen
10 explícitamente la sección 1625 del Código Civil de California y la sección 1856(a) del Código
11 de Procedimiento Civil de California, que establecen que un acuerdo escrito debe interpretarse
12 de conformidad con sus términos, y no puede modificarse ni contradecirse mediante pruebas
13 extrínsecas, y acuerdan que ninguna de dichas declaraciones o términos extrínsecos verbales o
14 por escrito modificarán, variarán o contradecirán los términos de este Acuerdo.

15 71. Firma por duplicados. El presente Acuerdo podrá firmarse en uno o más
16 duplicados. Todas las copias firmadas de este Acuerdo, así como las fotocopias del Acuerdo
17 (incluidas las copias DocuSign, por fax y correo electrónico de las páginas de firmas) tendrán la
18 misma fuerza y efecto y serán tan legalmente vinculante y ejecutable como el original.

19 72. Epígrafes. Los títulos, números de sección y números de párrafo del presente
20 Acuerdo se insertan para comodidad del lector, y de ninguna manera definen, limitan, interpretan
21 o describen el alcance o la intención de las disposiciones del presente Acuerdo.

22 73. Ley aplicable. El presente Acuerdo se interpretará, ejecutará y administrará de
23 conformidad con las leyes del Estado de California, sin tener en cuenta las normas sobre conflicto
24 de leyes.

25 74. Reserva de Jurisdicción. Sin perjuicio de la desestimación de la Acción y la
26 entrada de la Orden Final y la Sentencia Final, el Tribunal conservará la jurisdicción a los efectos
27 de interpretar y hacer cumplir los términos de este Acuerdo.

28 75. Preparación Mutua. Las Partes han tenido la oportunidad plena de negociar los
términos y condiciones del presente Acuerdo. En consecuencia, el presente Acuerdo no se
interpretará de forma más estricta contra una Parte que de otra por el mero hecho de que pueda
haber sido preparado por el abogado de una de las Partes, reconociéndose que, debido a las

negociaciones en condiciones de igualdad entre las Partes, todas las Partes han contribuido a la preparación del presente Acuerdo.

76. Representación y garantías. Los Abogados del Grupo y la Demandante Nombrada declaran y garantizan a los Demandados que no tienen conocimiento de ningún abogado, aparte de los nombrados como Abogados del Grupo, que tengan reclamaciones por honorarios que surjan de la Acción o del Acuerdo contemplado en este Acuerdo.

77. Autorización para actuar. Cada una de las Partes del presente Acuerdo acuerda y garantiza que (a) dicha Parte tiene pleno poder y autoridad para suscribir y consumir todas las transacciones contempladas en el presente Acuerdo y ha autorizado debidamente la ejecución, entrega y cumplimiento del presente Acuerdo; y (b) la persona que firme el presente Acuerdo para dicha Parte tiene pleno derecho, poder y autoridad para firmar el presente Acuerdo en nombre de dicha Parte, y pleno derecho, poder y autoridad para firmar todos y cada uno de los instrumentos necesarios en relación con el Acuerdo, y para vincular plenamente a dicha Parte a los términos y obligaciones del presente Acuerdo.

78. Representación del abogado. Las Partes reconocen que cada una de ellas ha sido representada por sus respectivos abogados a lo largo de todas las negociaciones que precedieron a la ejecución del presente Acuerdo, y que el presente Acuerdo se ha firmado con el consentimiento y asesoramiento de sus respectivos abogados. Además, la Demandante Nombrada y los Abogados del Grupo garantizan y declaran que no existen gravámenes sobre el Acuerdo de Liquidación, y que después de que el Tribunal dicte la Orden Final y la Sentencia Final, el Administrador del Acuerdo podrá distribuir fondos a los Miembros del Grupo Participantes, los Empleados Agraviados, los Abogados del Grupo, la LWDA, al Administrador del Acuerdo y la Demandante Nombrada según lo dispuesto en este Acuerdo.

79. Representación de la Demandante Nombrada. La Demandante Nombrada acepta no solicitar ser excluida del Grupo y no oponerse a ningún término de este Acuerdo. Cualquier solicitud de exclusión u objeción por parte de la Demandante Nombrada será nula y sin efecto.

80. Honorarios y costos de los abogados adicionales. Ningún Miembro del Grupo Participante, Empleado Agraviado o Abogados del Grupo, ni ningún otro abogado que actúe en nombre de un Miembro del Grupo Participante o Empleado Agraviado podrá recuperar o intentar recuperar de las Partes Exoneradas ningún monto por honorarios, costos o desembolsos derivados de la Acción o del Monto Bruto del Acuerdo, excepto según se disponga expresamente en este Acuerdo.

1 81. Sin dependencia de las declaraciones. Las Partes han realizado las investigaciones
2 de los hechos y la ley relativa a los asuntos descritos en el presente Acuerdo que consideren
3 necesarias, y no se han basado, ni se basan, en ninguna declaración, promesa, o representación
4 de hechos o leyes, realizada por cualquier otra Parte, o cualquiera de sus agentes, empleados,
5 abogados, o representantes, con respecto a cualquiera de sus derechos o derechos reivindicados,
6 o con respecto a la conveniencia de firmar y ejecutar este Acuerdo, o con respecto a cualquier
7 asunto de este tipo. No se han hecho declaraciones, garantías ni incentivos a ninguna de las Partes
8 en relación con este Acuerdo.

9 82. Sin ataque colateral. El presente Acuerdo no estará sujeto a ataques colaterales
10 por parte de ningún Miembro del Grupo ni de ningún destinatario de la Notificación del Grupo
11 después de la Orden Final y la Desestimación. Dichos ataques colaterales prohibidos incluirán,
12 entre otros, las reclamaciones de que el Miembro del Grupo no recibió, por cualquier motivo, la
13 notificación oportuna del procedimiento para disputar el cálculo de su Pago Individual del
14 Acuerdo, o para optar por no participar en el Acuerdo.
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ASÍ SE ACUERDA:

Dated: 01 / 17 / 2025

PLAINTIFF OLGA SOTELO

By: Olga S.
Plaintiff Olga Sotelo

Dated: _____

DEFENDANT FAR WEST
RESTAURANT GROUP, LLC

By: _____
Its: _____

Dated: _____, 2024

DEFENDANT ZION RESTAURANT
GROUP, LLC

By: Jorge Ortiz
Its: CEO/President

APPROVED AS TO FORM AND CONTENT:

Dated: _____

RUTAN & TUCKER, LLP
MARIA Z. STEARNS
KENNETH J. ZIELINSKI
K. BARTLETT JORDAN

By: _____
Kenneth J. Zielinski
Attorneys for Defendant
FAR WEST RESTAURANT GROUP, LLC
and ZION RESTAURANT GROUP, LLC

APPROVED AS TO FORM AND CONTENT, AND AGREE TO BE BOUND BY
PARAGRAPH 64:

Dated: _____

THE SPIVAK LAW FIRM DAVID SPIVAK

By: _____

David Spivak Attorney for Plaintiff
OLGA SOTELO, and all others similarly
situated

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I am an accredited translator registered with the American Translators Association and that I am certified/accredited to translate from the English language to the Spanish language. I further declare that I have translated the attached document (“First Amended Joint Stipulation and Settlement Agreement to Resolve Class Action and Paga Claims”) from the English language to the Spanish language.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Blanca Edwards

 BLANCA A. EDWARDS,
 Member of the American Translator Association
 Member No. 279907, since 03/27/2008

EXHIBIT 4

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 LAUREN R. DAVIS (SBN 294115)

lauren@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

Telephone: (213) 725-9094

6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff,

8 OLGA SOTELO, and all others similarly situated

(Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 OLGA SOTELO, on behalf of herself and all
14 others similarly situated, and the general public,
15 and an “aggrieved employee” on behalf of other
16 “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18
19 vs.

20 FAR WEST RESTAURANT GROUP, LLC
21 (D/B/A WINGSTOP), a California limited
liability company; ZION RESTAURANT
22 GROUP, LLC (D/B/A WINGSTOP), a
California limited liability company; and DOES
23 2–50, inclusive,

24 *Defendant(s).*

Case No. 23STCV12284

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: January ~~24~~13, 2025

Hearing Time: 9:00 a.m.

Hearing Dept.: 17, The Honorable Laura
A. Seigle

Action filed: May 31, 2023

Trial Date: Not set



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~~18750~~ Century Park East
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ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Plaintiff(s),

OLGA SOTELO, and all others similarly situated



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1 The Motion of Plaintiff Olga Sotelo (hereafter referred to as “Plaintiff”) for Preliminary
2 Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The
3 Honorable Laura A. Seigle presiding. The Court having considered the Motion, the First
4 Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or
5 “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement might
10 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
11 the final hearing. The Court will make a determination at the hearing on the motion for final
12 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
13 is fair, adequate, and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
15 all non-exempt, hourly-paid employees of Defendants Far West Restaurant Group, LLC (D/B/A
16 WingStop) and Zion Restaurant Group, LLC (D/B/A WingStop) (“Defendants”) employed in
17 California at a restaurant location at any time during the relevant Class Period (collectively “Class
18 Members”). “Class Period” means the period which begins on either (a) May 28, 2022 for Class
19 Members who worked for Defendant Far West Restaurant Group, LLC (D/B/A WingStop); or (b)
20 June 5, 2023 for Class Members who worked for Defendant Zion Restaurant Group, LLC (D/B/A
21 WingStop), and which ends on March 22, 2024. The “Aggrieved Employees” are all non-exempt,
22 hourly-paid employees of Defendants employed in California at a restaurant location at any time
23 during the PAGA Period. The “PAGA Period” begins on either (a) May 28, 2022 for Aggrieved
24 Employees who worked for Defendant Far West or (b) June 5, 2023 for Aggrieved Employees
25 who worked for Defendant Zion, and which ends on the date the Court grants preliminary
26 approval of the Settlement, subject to the escalator provision in paragraph 48(a)(ii) of the
27 Settlement.

28 3. Based on its records, Defendants estimate that, as of the date of the Settlement



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1 Agreement, (1) there are 4,308 Class Members and 69,134 Total Pay Periods during the Class
2 Period, and (2) there were 4,953 Aggrieved Employees who worked 92,940 Pay Periods during
3 the PAGA Period as of September 20, 2024. Defendants have elected to pay a proportional
4 increase in the PAGA Payment for each additional pay period over 70,000, which will be added
5 to the Gross Settlement Amount.

6 4. “Effective Date” means the later of (i) the 61st day after service of notice of entry
7 of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an
8 appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final
9 Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and
10 the Final Order and Final Judgment are no longer subject to further judicial review. The Effective
11 Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in
12 the Settlement.

13 5. This action is provisionally certified pursuant to section 382 of the California Code
14 of Civil Procedure and Rule 3.760, *et seq.* of the California Rules of Court as a class action for
15 purposes of settlement only with respect to the proposed Settlement Class.

16 6. Not later than 14 days after the Court grants Preliminary Approval of the
17 Settlement, Defendants will simultaneously deliver the Class Data to the Settlement
18 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy
19 rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class
20 Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class
21 Data to Settlement Administrator employees who need access to the Class Data to effect and
22 perform under the Settlement. Defendants have a continuing duty to immediately notify Class
23 Counsel if they discover that the Class Data omitted class member identifying information and to
24 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
25 of the deadline by which Defendants must send the Class Data to the Settlement Administrator,
26 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
27 otherwise resolve any issues related to missing or omitted Class Data.

28 7. No later than three (3) business days after receipt of the Class Data, the Settlement



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1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, PAGA Members, and Pay Periods, in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 calendar days after receiving the Class Data, the Settlement Administrator will send to all Class
5 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
6 the Notice Packet with Spanish translation, substantially in the forms attached to this order as
7 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Participating Class Member Payment and/or Individual PAGA Payment payable to
9 the Class Member, and the number of Pay Periods (if applicable) used to calculate these amounts.
10 Before mailing Notice Packets, the Settlement Administrator shall update Class Member addresses
11 using the National Change of Address database.

12 9. Before expiration of the Notice Period, the Settlement Administrator shall re-mail
13 the Notice Packet using any forwarding address provided by the USPS. If the USPS does not
14 provide a forwarding address, the Settlement Administrator shall conduct a Class Member
15 Address Search, and re-mail the Notice Packet to the most current address obtained. The
16 Settlement Administrator has no obligation to make further attempts to locate or send Notice
17 Packet to Class Members whose Notice Packet is returned by the USPS a second time.

18 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
19 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
20 contact information is Maria Z. Stearns, Esq., Kenneth J. Zielinski, Esq., K. Bartlett Jordan, Esq.,
21 Rutan & Tucker, LLP, 18575 Jamboree Road, 9th Floor, Irvine, CA, 92612.

22 11. The deadlines for Class Members’ written objections, Pay Period Challenges
23 (disputes), and Requests for Exclusion for all Class Members whose Class Notice is re-mailed
24 will be either 60 days from the original mailing or 15 days from the re-mailing, whichever is later.
25 The Settlement Administrator will inform the Class Member of the extended deadline with the
26 re-mailed Notice Packet.

27 12. If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
28 otherwise discover any persons who believe they should have been included in the Class Data



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1 and should have received a Notice Packet, the Parties will expeditiously meet and confer in person
2 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
3 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
4 other Class Members, and the Settlement Administrator will send, via email or overnight delivery,
5 a Notice Packet requiring them to exercise options under the Settlement Agreement not later than
6 14 days after receipt of Notice Packet, or the deadline dates in the Notice Packet, whichever are
7 later.

8 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
9 of) the Class Settlement must send the Settlement Administrator, by fax, email, or mail, a signed
10 written Request for Exclusion not later than 60 days after the Settlement Administrator mails the
11 Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from the
12 original mailing or 15 days from the re-mailing, whichever is later). A Request for Exclusion is
13 a letter from a Class Member or his/her representative that reasonably communicates the Class
14 Member's election to be excluded from the Settlement and includes the Class Member's name,
15 address, and email address or telephone number. To be valid, a Request for Exclusion must be
16 timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
17 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

18 14. The Settlement Administrator may not reject a Request for Exclusion as invalid
19 because it fails to contain all the information specified in the Class Notice. The Settlement
20 Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can
21 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
22 to be excluded. The Settlement Administrator's determination shall be final and not appealable
23 or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the
24 authenticity of a Request for Exclusion, the Settlement Administrator may demand additional
25 proof of the Class Member's identity. The Settlement Administrator's determination of
26 authenticity shall be final and not appealable or otherwise susceptible to challenge.

27 15. Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under the Settlement, entitled to all benefits and



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bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 27 of the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

16. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive a Participating Class Member Payment or have the right to object to the class action components of the Settlement. Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in the PAGA notice letters Plaintiff sent to the California Labor and Workforce Development Agency ("LWDA") and/or Plaintiff's amended PAGA notice letter to the LWDA.

17. Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Settlement Administrator mails the Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from the original mailing or 15 days from the re-mailing, whichever is later) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email, or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination regarding the challenges.

18. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Attorneys' Fees, Class Counsel Costs, and/or



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1 Class Representative Enhancement Award.

2 19. Participating Class Members may send written objections to the Settlement
3 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
4 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
5 Hearing. A Participating Class Member who elects to send a written objection to the Settlement
6 Administrator must do so not later than 60 days after the Settlement Administrator's mailing of
7 the Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from
8 the original mailing or 15 days from the re-mailing, whichever is later). The Objection form
9 attached as Exhibit D may be used for this purpose but is not required.

10 20. Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 21. Not later than 10 calendar days after the close of the Notice Period, the Settlement
13 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable
14 for filing in Court attesting to its due diligence and compliance with all of its obligations under
15 the Settlement Agreement, including, but not limited to, its mailing of the Notice Packets, the
16 Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class
17 Members, the total number of Requests for Exclusion from Settlement it received (both valid or
18 invalid), and the number of written objections and attach the Exclusion List. The Settlement
19 Administrator will supplement its declaration as needed or requested by the Parties and/or the
20 Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in
21 Court.

22 22. The Court approves, as to form and content, the Class Notice in substantially the
23 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
24 substantially the form attached as Exhibit B to this Order, the Pay Period Dispute form in
25 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
26 the form attached as Exhibit D to this Order.

27 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
28 Spivak Law Firm and Benjamin J. Smith of Smith Law as Class Counsel.



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1 24. The Court approves, for settlement purposes only, Plaintiff Olga Sotelo as the
2 Class Representative.

3 25. The Court approves CPT Group, Inc. as the Settlement Administrator.

4 26. The Court preliminarily approves Class Counsel's request for Attorneys' Fees and
5 Costs subject to final review by the Court.

6 27. The Court preliminarily approves the estimated Settlement Administration Costs
7 payable to the Settlement Administrator subject to final review by the Court.

8 28. The Court preliminarily approves Plaintiff's Class Representative Enhancement
9 Award subject to final review by the Court.

10 29. A Final Approval Hearing shall be held on _____ at
11 _____ .m. in Department 17 of the Superior Court for the State of
12 California, County of Los Angeles, located at the Spring Street Courthouse, 312 N Spring St, Los
13 Angeles, CA 90012, to consider the fairness, adequacy, and reasonableness of the proposed
14 Settlement preliminarily approved by this Preliminary Approval Order, and to consider the
15 application of Class Counsel for Attorneys' Fees and Costs and the Class Representative
16 Enhancement Award to the Class Representative. The notice of motion and all briefs and
17 materials in support of the motion for final approval of class action settlement and motion for
18 attorneys' fees and litigation costs shall be served and filed with this Court on or before
19 _____. Plaintiffs' counsel must give notice to any objecting party of any
20 continuance of the hearing of the motion for final approval.

21 30. If for any reason the Court does not execute and file a Final Approval Order and
22 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
23 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
24 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
25 litigation, as more specifically set forth in the Settlement.

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1 31. The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
3 prompt notice of any continuance to Class Members who object to the Settlement.

4 **IT IS SO ORDERED.**

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7 **DATE**

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THE HONORABLE LAURA A. SEIGLE
SUPERIOR COURT JUDGE



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EXHIBIT A

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1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles*
4 Superior Court Case Number 23STCV12284

5 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
6 ***It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being***
7 ***sued.***

8 **You may be eligible to receive money** from an employee class action lawsuit (“**Action**”) against Far West Restaurant Group, LLC (“**Far West**”) and Zion Restaurant Group, LLC (“**Zion**”), for alleged wage and hour violations. The Action was filed by employee Olga Sotelo (“**Plaintiff**”) and seeks payment of (1) back wages and other relief for a class of nonexempt employees (“**Class Members**”) who worked for Far West at any time in California from May 28, 2022, through [Class End Date] and/or for Zion at any time in California from June 5, 2023, through [Class End Date] (the “**Class Periods**”); and (2) penalties under the Private Attorneys General Act (“**PAGA**”) for all nonexempt employees (“**Aggrieved Employees**”) who worked for Far West at any time from May 28, 2022, to the [PAGA End Date] and/or for Zion from June 5, 2023 to the [PAGA End Date] (the “**PAGA Periods**”).

14 The proposed settlement has two main parts: (1) a class settlement (the “**Class Settlement**”) requiring Far West and Zion to fund Participating Class Member Payments (the “**Participating Class Member Payments**”), and (2) a PAGA settlement (the “**PAGA Settlement**”) requiring Far West and Zion to fund individual PAGA payments (the “**Individual PAGA Payments**”) and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”) (collectively, the “**Settlement**”).

18 Based on Far West’s and/or Zion’s records and the parties’ current assumptions, **your Participating Class Member Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

21 The above estimates are based on the Far West’s and/or Zion’s records showing that **you worked _____ pay periods** during the Class Period and that **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period or during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

25 The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment



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that requires Far West and Zion to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Far West and Zion.

If you worked for Far West and/or Zion during the Class Periods and/or the PAGA Periods, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Participating Class Member Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Far West and Zion.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive a Participating Class Member Payment. You will, however, preserve your right to personally pursue Class Period wage and hour claims against Far West and Zion, and you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Far West and Zion will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for a Participating Class Member Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims and PAGA claims against Far West and Zion that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion (defined below). Once excluded, you will be a Non-Participating Class Member and no longer eligible for a Participating Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Far West and Zion must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).



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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written Objections Must be Submitted by _____.	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court’s decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Pay Periods. Written Challenges Must be Submitted by _____.	The amount of your Participating Class Member Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period pay periods and number of PAGA Period pay periods you worked according to Far West’s and/or Zion’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee who worked at Far West. The Action accuses Far West and Zion of violating California labor laws by failing to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; to provide meal periods or additional pay in lieu thereof; to provide rest breaks or additional pay in lieu thereof; to provide paid sick leave; report paid sick leave; to pay reporting time; to pay vested vacation time at termination; to pay waiting time penalties; to reimburse necessary business expenses; to timely pay wages upon separation; to timely pay wages owed during employment; to issue accurate itemized wage statements; to maintain accurate payroll records; and provide wage theft notice. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: The Spivak Law Firm and Smith Law (collectively, “Class Counsel”).



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Far West and Zion strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination as to whether Far West, Zion, or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Far West hired Lisa Klerman, an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Far West have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, neither Far West nor Zion admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Far West and Zion have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Far West and Zion Will Pay \$1,050,000 as the Gross Settlement Amount (“Gross Settlement Amount”). Far West and Zion have agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement (the “Settlement Administrator”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments, Named Plaintiff Enhancement Award, Class Counsel’s attorneys’ fees and costs, the Settlement Administrator’s costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Far West and Zion will fund the Gross Settlement within 15 days of the Judgment entered by the Court becomes final.

The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:



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- i. Up to ~~\$350,000~~ [one-third of the Gross Settlement Amount] (currently estimated to be \$350,000.00) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$20,000 for the Named Plaintiff for filing the Action, working with Class Counsel and representing the Class (the "**Enhancement Award**"). An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Participating Class Member Payment and any Individual PAGA Payment.
- iii. Up to \$29,500.00 to the Settlement Administrator for services administering the Settlement.
- iv. Up to \$100,000 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% (\$75,000.00) to the LWDA Payment and 25% (\$25,000.00) will be allocated to the Aggrieved Employees (the "**PAGA Payment**").

Participating Class Members have the right to object to any of these deductions, except the PAGA Amount. The Court will consider all objections.

C. Net Class Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "**Net Class Settlement Amount**") by making Participating Class Member Payments to Participating Class Members based on their Class Period pay periods .

D. Taxes Owed on Payments to Class Members. Plaintiff, Far West, and Zion are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages ("**Wage Portion**"), 40% to penalties, and 40% interest ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Far West and/or Zion will separately pay the employer payroll taxes each owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiff, Far West, and Zion have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.



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1 E. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Participating Class Member Payments and Individual PAGA Payments will show the date
3 when the check expires (the void date). If you do not cash it by the void date, your check
4 will be automatically cancelled, and the monies will be transferred to Court Appointed
Special Advocates (“CASA”) of Los Angeles as a cy pres recipient.

5 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
6 Participating Class Member, participating fully in the Class Settlement, unless you notify
7 the Settlement Administrator in writing, not later than _____, that you wish to
8 opt-out (“**Request for Exclusion**”). The easiest way to notify the Settlement
9 Administrator is to send a written and signed Request for Exclusion by the Response
10 Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member’s full
11 name, current address, and signature; (ii) the Action name and case number; (iii) a written
12 request clearly expressing the Class Member’s desire to be excluded from (or opt out of)
the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will
not receive Participating Class Member Payments, but will preserve their rights to
personally pursue wage and hour claims against Far West and/or Zion.

13 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
14 themselves from the Class Settlement (Non-Participating Class Members) remain eligible
15 for Individual PAGA Payments and are required to give up their right to assert PAGA
claims against Far West and Zion based on the PAGA Period facts alleged in the Action.

16 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible
17 the Court will decline to grant Final Approval of the Settlement or decline enter a
18 judgment. It is also possible the Court will enter a judgment that is reversed on appeal.
19 Plaintiff, Far West, and Zion have agreed that, in either case, the Settlement will be void:
20 Far West and Zion will not pay any money and Class Members will not release any claims
against Far West and Zion.

21 H. Settlement Administrator. The Court has appointed a neutral company, CPT Group Inc.,
22 as the Settlement Administrator to send this Notice, calculate and make payments, and
23 process Class Members’ Requests for Exclusion. The Settlement Administrator will also
24 decide Class Member Challenges over pay periods, mail and remail settlement checks
and tax forms, and perform other tasks necessary to administer the Settlement. The
Settlement Administrator’s contact information is contained in Section 9 of this Notice.

25 I. Participating Class Members’ Release. After the Judgment is final and Far West and Zion
26 have fully funded the Gross Settlement Amount and separately paid all employer payroll
27 taxes, Participating Class Members will be legally barred from asserting any of the claims
28 released under the Settlement. This means that unless you opted out by validly excluding
yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any
other lawsuit against Far West, Zion, or related entities for wages based on the Class



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1 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action
2 and resolved by this Settlement.

3 The Participating Class Members will be bound by the following release:

4 All Participating Class Members shall be deemed to have fully, finally, and forever
5 released, settled, compromised, relinquished and discharged any and all of the
6 Released Parties from the Released Class Claims that arose during the Class
7 Period.

8 **“Released Parties”** means and includes Far West Restaurant Group, LLC, Zion
9 Restaurant Group, LLC, and their respective current and former parents,
10 predecessors or successors, holding companies, affiliated companies or entities,
11 owners, investors, shareholders, members, partners, officers, directors, managers,
12 employees, and agents, attorneys, insurers, and representatives.

13 **“Released Class Claims”** means, for the duration of the Class Period, any and all
14 claims against Defendants and the other Released Parties that arise from the facts,
15 matters, transactions or occurrences alleged in the Action or that could have been
16 alleged in the Action based on such facts. Without limiting the foregoing, and in
17 addition to the foregoing, the Released Claims include claims for alleged failures
18 to pay all wages earned for all hours worked at the correct rate including
19 minimum, regular, and overtime wages; provide meal periods or additional pay in
20 lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid
21 sick leave; report paid sick leave; pay reporting time; pay vested vacation time at
22 termination; waiting time penalties; reimburse necessary business expenses;
23 timely pay wages upon separation; timely pay wages owed during employment;
24 issue accurate itemized wage statements; maintain accurate payroll records;
25 provide wage theft notice; claims for violations of California Labor Code §§ 201–
26 204, ~~205.5~~, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–
27 248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5,
28 1198, 1198.5, 2802, and 2810.5; related violations of the applicable California
Wage Orders; violations of all related or corresponding federal laws; and
violations of California Business and Professions Code section 17200, *et seq.* in
connection with the alleged Labor Code violations alleged (or that could be
alleged based on the facts pled) in the Action.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Far West and Zion have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Far West and Zion, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in



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any other PAGA claim against Far West, Zion, or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

"Released PAGA Claims" means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys' General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Action-Second Amended Complaint, filed on August 12, 2024, or that could have been alleged in the Action-Second Amended Complaint based on such facts; and/or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Named Plaintiff to the Labor and Workforce Development Agency ("LWDA") pursuant to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Business and Professions Code § 17200 *et seq.*; claims for violations of California Labor Code §§ 201–204, 205.5, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5 in connection with the allegations in the LWDA Notices and Second Amended Complaint, which is the Operative Complaint; and related violations of the applicable California Wage Orders.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

A. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members,



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and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing PAGA Payment (\$25,000.00) by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

C. Pay Period Challenges. The number of Class pay periods you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Far West's and/or Zion's records, are stated in the first page of this Notice. You have until _____ to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending the attached Pay Period Dispute Form to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Far West's and/or Zion's calculation of pay periods based on Far West's and/or Zion's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Far West's and Zion's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Participating Class Member Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?



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1 Submit a written and signed Request for Exclusion to the Settlement Administrator. To be
2 valid, your Request for Exclusion must: (i) contain your full name, current address, and
3 signature; (ii) the Action name and case number; (iii) a written request clearly expressing
4 your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it
5 is postmarked on or before the expiration of the Notice Period. You must make the request
6 yourself. If someone else makes the request for you, it will not be valid. **The Settlement
Administrator must be sent your request to be excluded by _____, or it will be
invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

8 Only Participating Class Members have the right to object to the Settlement. Before deciding
9 whether to object, you may wish to see what Plaintiff, Far West, and Zion are asking the Court
10 to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or
11 Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things,
12 the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
13 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'
14 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
Representative Award. Upon reasonable request, Class Counsel (whose contact information
is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You
can also view them on the Court's website, www.lacourt.org.

15 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
16 for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative
17 Award may wish to object, for example, that the proposed Settlement is unfair, or that the
18 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for
sending written objections to the Settlement Administrator is _____.** Written
19 objections to the Settlement must contain at least the following: (i) your full name, current
20 address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific
21 reasons why you believe the Settlement is unfair or why you object to the Class Settlement;
22 (iv) copies of any papers, briefs, or other documents upon which your objection is based; and
23 (v) a statement of whether you intend to appear at the final approval hearing, either in person
24 or through counsel and, if through counsel, a statement identifying that counsel by name, bar
number, address, and telephone number. All objections shall be signed by you or your legally-
authorized representative. Section 9 of this Notice has the Settlement Administrator's contact
information.

25 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object
26 at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be
27 ready to tell the Court what you object to, why you object, and any facts that support your
28 objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final
Approval Hearing.



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Office:
18750+ Century Park East
24th Fl
Los Angeles, CA 90067

1 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

2
3 You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in
4 Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los
5 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of
6 the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff
7 and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel
8 and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
9 personally or virtually via LACourtConnect. Check the Court's website for the most current
10 information.

11
12 It's possible the Court will reschedule the Final Approval Hearing. You should check the
13 Settlement Administrator's website www.cptgroup.com beforehand or contact Class Counsel to
14 verify the date and time of the Final Approval Hearing.

15 **9. HOW CAN I GET MORE INFORMATION?**

16 The Agreement sets forth everything Plaintiff, Far West, and Zion have promised to do under the
17 proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other
18 Settlement documents is to go to the court website at www.lacourt.org. You can also telephone
19 or send an email to Class Counsel or the Settlement Administrator using the contact information
20 listed below.

21 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
22 **ABOUT THE SETTLEMENT.**

23 Class Counsel:

24 Name of Attorney: David Spivak
25 Email Address: david@spivak.com
26 Name of Firm: The Spivak Law Firm
27 Mailing Address: 8605 Santa Monica Blvd., PMB 42554, West Hollywood, CA 90069
28 Telephone: (213) 725-9094

29 Settlement Administrator:

30 Name of Company: CPT Group Inc.
31 Email Address: info@cptgroup.com
32 Mailing Address: 50 Corporate Park, Irvine, CA 92606
33 Telephone: (800) 542-0900
34 Fax Number: (949) 419-3446



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43 SpivakLaw.com

44 Office:
45 18750+ Century Park East
46 24th Fl
47 Los Angeles, CA 90067

1 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

2 If you lose or misplace your settlement check before cashing it, the Settlement Administrator will
3 replace it as long as you request a replacement before the void date on the face of the original
4 check. If your check is already void, you will no longer receive a replacement check.

5 **11. WHAT IF I CHANGE MY ADDRESS?**

6 To receive your check, you should immediately notify the Settlement Administrator if you move
7 or otherwise change your mailing address.
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Los Angeles, CA 90067

EXHIBIT B

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1 *Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.*
2 Los Angeles Superior Court Case Number 23STCV12284

3 **ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM**

4 **IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE**
5 **ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,**
6 **DO NOT FILL OUT THIS FORM.**

7 **IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST**
8 **COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW,**
9 **EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

10 *Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al. Class Action Settlement*
11 Administrator
12 c/o ____
13 ____
14 ____

15 I declare as follows: I have received notice of the proposed Settlement in this action and I wish
16 to be excluded from the class and **not** to participate in the proposed Settlement. I understand this means
17 that I will not be bound by the Settlement and also will not share in the Settlement proceeds. I understand
18 that exclusion from the Class Settlement will not result in exclusion from the California Labor Code
19 Private Attorneys General Act ("PAGA") portion of the Settlement. If I am an Aggrieved Employee under
20 the Settlement, I will still receive an Individual PAGA Payment.

21 _____
22 (Typed or Printed Name)

23 _____
24 (Address)

25 _____
26 (City, State, Zip Code)

27 _____
28 (Telephone Number, Including Area Code)

(Identification Number)

29 I declare under penalty of perjury under the laws of the State of California that the foregoing is
30 true and correct and was executed on ____.

31 Dated: _____
32 _____
33 (Signature)

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EXHIBIT C

PAY PERIOD DISPUTE FORM

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

TO CLASS MEMBER <<NAME>>:

TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

You have received this Notice because you are a Class Member and/or Aggrieved Employee in this Action. You are a Class Member if you are a current or former non-exempt employee who was employed by either Far West Restaurant Group, LLC (“Far West”) at any time in California from May 28, 2022, through <<Class End Date>> and/or Zion Restaurant Group, LLC (“Zion”) at any time in California from June 5, 2023, through <<Class End Date>> (the “**Class Period**”). You are an Aggrieved Employee if you are a current or former non-exempt employee who was employed by either Far West at any time in California from May 28, 2022, through <<PAGA End Date>> and/or Zion at any time in California from June 5, 2023, through <<PAGA End Date>> (the “**PAGA Period**”).

Please complete and return this Form to CPT Group, 50 Corporate Park, Irvine, CA 92606 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Far West’s and/or Zion’s records:

(a) you either worked for Far West and/or Zion in California at some point during the Class Period;

1 (b) you worked <<number of Pay Periods>> pay periods for Far West and/or Zion in
2 California at some point during the Class Period; and

3 (c) you worked <<number of Pay Periods>> pay periods for Far West and/or Zion in
4 California at some point during the PAGA Period.

5 Based on the above, your Settlement award is estimated at \$<<Individual Settlement
6 Payment Amount>>.

7 Your Individual Settlement Payment reflected on this Notice is only an estimate. The
8 exact amount of your settlement payment could somewhat vary, up or down.

9 (IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain
10 why in the space provided below and include copies of any supporting evidence or
11 documentation with this Form:

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29 If you dispute the above information from Far West's and/or Zion's records, please provide
30 documentation that establishes that Far West's and/or Zion's records are mistaken. If there is a
31 dispute about whether Far West's and/or Zion's information or yours is accurate, the dispute will
32 be submitted to the parties and the Settlement Administrator as described in the "Court Approved
33 Notice of Class Action Settlement and Hearing Date for Final Court Approval" that accompanies
34 this Form. The Settlement Administrator's determination of the eligibility for and amount of any
35 Settlement Award shall be binding upon the Class Member and the parties.

36 **UNLESS (1) YOUR PERSONAL CONTACT INFORMATION HAS CHANGED,**
37 **AND/OR (2) YOU WISH TO DISPUTE ANY OF THE ITEMS LISTED IN SECTION (III)**
38 **ABOVE, YOU SHOULD NOT RETURN THIS FORM.**

39 **ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE**
40 **POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

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EXHIBIT D

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OBJECTION FORM

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO SoteloFarWestSettlement@cptgroup.com, FAX IT TO 949-419-3446, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE SETTLEMENT ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop), et al.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

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[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 20254
(Signature)

(Printed Name)

EMAIL TO THE SETTLEMENT ADMINISTRATOR:
<<SoteloFarWestSettlement@cptgroup.COM>>

FAX TO THE SETTLEMENT ADMINISTRATOR: <<(949) 419-3346>>

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:

Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop), et al.
Settlement Administrator
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

EXHIBIT 5

1 DAVID GLENN SPIVAK (SBN 179684)

david@spivaklaw.com

2 LAUREN R. DAVIS (SBN 294115)

lauren@spivaklaw.com

3 THE SPIVAK LAW FIRM

4 8605 Santa Monica Bl

PMB 42554

5 West Hollywood, CA 90069

Telephone: (213) 725-9094

6 Facsimile: (213) 634-2485

7 Attorneys for Plaintiff,

8 OLGA SOTELO, and all others similarly situated

9 (Additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 OLGA SOTELO, on behalf of herself and all
14 others similarly situated, and the general public,
15 and an “aggrieved employee” on behalf of other
16 “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18
19 vs.

20 FAR WEST RESTAURANT GROUP, LLC
21 (D/B/A WINGSTOP), a California limited
liability company; ZION RESTAURANT
22 GROUP, LLC (D/B/A WINGSTOP), a
California limited liability company; and DOES
23 2–50, inclusive,

24 *Defendant(s).*

Case No. 23STCV12284

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: January 24, 2025

Hearing Time: 9:00 a.m.

Hearing Dept.: 17, The Honorable Laura
A. Seigle

Action filed: May 31, 2023

Trial Date: Not set



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7th Fl
Los Angeles, CA 90067

ADDITIONAL ATTORNEYS FOR PLAINTIFF(S)

BENJAMIN J. SMITH (SBN 266712)

Benjy@thesmithlawcorp.com

SMITH LAW

8605 Santa Monica Bl

PMB 97638

West Hollywood, CA 90069-4109

Telephone: (818) 839-9607

Facsimile: (818) 839-9700

Attorneys for Plaintiff(s),

OLGA SOTELO, and all others similarly situated



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1 The Motion of Plaintiff Olga Sotelo (hereafter referred to as “Plaintiff”) for Preliminary
2 Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The
3 Honorable Laura A. Seigle presiding. The Court having considered the Motion, the First
4 Amended Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or
5 “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

6 1. The Court grants preliminary approval of the Settlement and the Settlement Class
7 based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary
8 Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court
9 has determined only that there is sufficient evidence to suggest that the proposed settlement might
10 be fair, adequate, and reasonable, and that any final determination of those issues will be made at
11 the final hearing. The Court will make a determination at the hearing on the motion for final
12 approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement
13 is fair, adequate, and reasonable to the Settlement Class.

14 2. For purposes of this Preliminary Approval Order, the “Settlement Class” means
15 all non-exempt, hourly-paid employees of Defendants Far West Restaurant Group, LLC (D/B/A
16 WingStop) and Zion Restaurant Group, LLC (D/B/A WingStop) (“Defendants”) employed in
17 California at a restaurant location at any time during the relevant Class Period (collectively “Class
18 Members”). “Class Period” means the period which begins on either (a) May 28, 2022 for Class
19 Members who worked for Defendant Far West Restaurant Group, LLC (D/B/A WingStop); or (b)
20 June 5, 2023 for Class Members who worked for Defendant Zion Restaurant Group, LLC (D/B/A
21 WingStop), and which ends on March 22, 2024. The “Aggrieved Employees” are all non-exempt,
22 hourly-paid employees of Defendants employed in California at a restaurant location at any time
23 during the PAGA Period. The “PAGA Period” begins on either (a) May 28, 2022 for Aggrieved
24 Employees who worked for Defendant Far West or (b) June 5, 2023 for Aggrieved Employees
25 who worked for Defendant Zion, and which ends on the date the Court grants preliminary
26 approval of the Settlement, subject to the escalator provision in paragraph 48(a)(ii) of the
27 Settlement.

28 3. Based on its records, Defendants estimate that, as of the date of the Settlement



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1 Agreement, (1) there are 4,308 Class Members and 69,134 Total Pay Periods during the Class
2 Period, and (2) there were 4,953 Aggrieved Employees who worked 92,940 Pay Periods during
3 the PAGA Period as of September 20, 2024. Defendants have elected to pay a proportional
4 increase in the PAGA Payment for each additional pay period over 70,000, which will be added
5 to the Gross Settlement Amount.

6 4. “Effective Date” means the later of (i) the 61st day after service of notice of entry
7 of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an
8 appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final
9 Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and
10 the Final Order and Final Judgment are no longer subject to further judicial review. The Effective
11 Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in
12 the Settlement.

13 5. This action is provisionally certified pursuant to section 382 of the California Code
14 of Civil Procedure and Rule 3.760, *et seq.* of the California Rules of Court as a class action for
15 purposes of settlement only with respect to the proposed Settlement Class.

16 6. Not later than 14 days after the Court grants Preliminary Approval of the
17 Settlement, Defendants will simultaneously deliver the Class Data to the Settlement
18 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy
19 rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class
20 Data only for purposes of the Settlement and for no other purpose, and restrict access to the Class
21 Data to Settlement Administrator employees who need access to the Class Data to effect and
22 perform under the Settlement. Defendants have a continuing duty to immediately notify Class
23 Counsel if they discover that the Class Data omitted class member identifying information and to
24 provide corrected or updated Class Data as soon as reasonably feasible. Without any extension
25 of the deadline by which Defendants must send the Class Data to the Settlement Administrator,
26 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
27 otherwise resolve any issues related to missing or omitted Class Data.

28 7. No later than three (3) business days after receipt of the Class Data, the Settlement



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1 Administrator shall notify Class Counsel that the list has been received and state the number of
2 Class Members, PAGA Members, and Pay Periods, in the Class Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 calendar days after receiving the Class Data, the Settlement Administrator will send to all Class
5 Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
6 the Notice Packet with Spanish translation, substantially in the forms attached to this order as
7 **Exhibits A, B, C, and D.** The first page of the Class Notice shall prominently estimate the dollar
8 amounts of any Participating Class Member Payment and/or Individual PAGA Payment payable to
9 the Class Member, and the number of Pay Periods (if applicable) used to calculate these amounts.
10 Before mailing Notice Packets, the Settlement Administrator shall update Class Member addresses
11 using the National Change of Address database.

12 9. Before expiration of the Notice Period, the Settlement Administrator shall re-mail
13 the Notice Packet using any forwarding address provided by the USPS. If the USPS does not
14 provide a forwarding address, the Settlement Administrator shall conduct a Class Member
15 Address Search, and re-mail the Notice Packet to the most current address obtained. The
16 Settlement Administrator has no obligation to make further attempts to locate or send Notice
17 Packet to Class Members whose Notice Packet is returned by the USPS a second time.

18 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
19 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
20 contact information is Maria Z. Stearns, Esq., Kenneth J. Zielinski, Esq., K. Bartlett Jordan, Esq.,
21 Rutan & Tucker, LLP, 18575 Jamboree Road, 9th Floor, Irvine, CA, 92612.

22 11. The deadlines for Class Members’ written objections, Pay Period Challenges
23 (disputes), and Requests for Exclusion for all Class Members whose Class Notice is re-mailed
24 will be either 60 days from the original mailing or 15 days from the re-mailing, whichever is later.
25 The Settlement Administrator will inform the Class Member of the extended deadline with the
26 re-mailed Notice Packet.

27 12. If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
28 otherwise discover any persons who believe they should have been included in the Class Data



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7th Fl
Los Angeles, CA 90067

1 and should have received a Notice Packet, the Parties will expeditiously meet and confer in person
2 or by telephone, and in good faith, in an effort to agree on whether to include them as Class
3 Members. If the Parties agree, such persons will be Class Members entitled to the same rights as
4 other Class Members, and the Settlement Administrator will send, via email or overnight delivery,
5 a Notice Packet requiring them to exercise options under the Settlement Agreement not later than
6 14 days after receipt of Notice Packet, or the deadline dates in the Notice Packet, whichever are
7 later.

8 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
9 of) the Class Settlement must send the Settlement Administrator, by fax, email, or mail, a signed
10 written Request for Exclusion not later than 60 days after the Settlement Administrator mails the
11 Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from the
12 original mailing or 15 days from the re-mailing, whichever is later). A Request for Exclusion is
13 a letter from a Class Member or his/her representative that reasonably communicates the Class
14 Member's election to be excluded from the Settlement and includes the Class Member's name,
15 address, and email address or telephone number. To be valid, a Request for Exclusion must be
16 timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
17 in Settlement form, attached as Exhibit B, may be used for this purpose but is not required.

18 14. The Settlement Administrator may not reject a Request for Exclusion as invalid
19 because it fails to contain all the information specified in the Class Notice. The Settlement
20 Administrator shall accept any Request for Exclusion as valid if the Settlement Administrator can
21 reasonably ascertain the identity of the person as a Class Member and the Class Member's desire
22 to be excluded. The Settlement Administrator's determination shall be final and not appealable
23 or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the
24 authenticity of a Request for Exclusion, the Settlement Administrator may demand additional
25 proof of the Class Member's identity. The Settlement Administrator's determination of
26 authenticity shall be final and not appealable or otherwise susceptible to challenge.

27 15. Every Class Member who does not submit a timely and valid Request for Exclusion
28 is deemed to be a Participating Class Member under the Settlement, entitled to all benefits and



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bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 27 of the Settlement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

16. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive a Participating Class Member Payment or have the right to object to the class action components of the Settlement. Plaintiff releases all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in the PAGA notice letters Plaintiff sent to the California Labor and Workforce Development Agency ("LWDA") and/or Plaintiff's amended PAGA notice letter to the LWDA.

17. Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Settlement Administrator mails the Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from the original mailing or 15 days from the re-mailing, whichever is later) to challenge the number of Class Pay Periods and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Pay Period Dispute form, attached as Exhibit C, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Settlement Administrator via fax, email, or mail. The Settlement Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Settlement Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Settlement Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Settlement Administrator's determination regarding the challenges.

18. Objections to Settlement. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Attorneys' Fees, Class Counsel Costs, and/or



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Los Angeles, CA 90067

1 Class Representative Enhancement Award.

2 19. Participating Class Members may send written objections to the Settlement
3 Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear
4 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
5 Hearing. A Participating Class Member who elects to send a written objection to the Settlement
6 Administrator must do so not later than 60 days after the Settlement Administrator's mailing of
7 the Notice Packet (or, for Class Members whose Notice Packet is re-mailed, either 60 days from
8 the original mailing or 15 days from the re-mailing, whichever is later). The Objection form
9 attached as Exhibit D may be used for this purpose but is not required.

10 20. Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 21. Not later than 10 calendar days after the close of the Notice Period, the Settlement
13 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable
14 for filing in Court attesting to its due diligence and compliance with all of its obligations under
15 the Settlement Agreement, including, but not limited to, its mailing of the Notice Packets, the
16 Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class
17 Members, the total number of Requests for Exclusion from Settlement it received (both valid or
18 invalid), and the number of written objections and attach the Exclusion List. The Settlement
19 Administrator will supplement its declaration as needed or requested by the Parties and/or the
20 Court. Class Counsel is responsible for filing the Settlement Administrator's declaration(s) in
21 Court.

22 22. The Court approves, as to form and content, the Class Notice in substantially the
23 form attached as Exhibit A to this Order, the Election Not to Participate in Settlement form in
24 substantially the form attached as Exhibit B to this Order, the Pay Period Dispute form in
25 substantially the form attached as Exhibit C to this Order, and the Objection form in substantially
26 the form attached as Exhibit D to this Order.

27 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
28 Spivak Law Firm and Benjamin J. Smith of Smith Law as Class Counsel.



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Mail:
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West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
7th Fl
Los Angeles, CA 90067

1 24. The Court approves, for settlement purposes only, Plaintiff Olga Sotelo as the
2 Class Representative.

3 25. The Court approves CPT Group, Inc. as the Settlement Administrator.

4 26. The Court preliminarily approves Class Counsel's request for Attorneys' Fees and
5 Costs subject to final review by the Court.

6 27. The Court preliminarily approves the estimated Settlement Administration Costs
7 payable to the Settlement Administrator subject to final review by the Court.

8 28. The Court preliminarily approves Plaintiff's Class Representative Enhancement
9 Award subject to final review by the Court.

10 29. A Final Approval Hearing shall be held on _____ at
11 _____ .m. in Department 17 of the Superior Court for the State of
12 California, County of Los Angeles, located at the Spring Street Courthouse, 312 N Spring St, Los
13 Angeles, CA 90012, to consider the fairness, adequacy, and reasonableness of the proposed
14 Settlement preliminarily approved by this Preliminary Approval Order, and to consider the
15 application of Class Counsel for Attorneys' Fees and Costs and the Class Representative
16 Enhancement Award to the Class Representative. The notice of motion and all briefs and
17 materials in support of the motion for final approval of class action settlement and motion for
18 attorneys' fees and litigation costs shall be served and filed with this Court on or before
19 _____. Plaintiffs' counsel must give notice to any objecting party of any
20 continuance of the hearing of the motion for final approval.

21 30. If for any reason the Court does not execute and file a Final Approval Order and
22 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
23 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
24 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
25 litigation, as more specifically set forth in the Settlement.

26
27
28
///



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1 31. The Court expressly reserves the right to adjourn or continue the Final Approval
2 Hearing from time to time without further notice to members of the Class. The Plaintiff shall give
3 prompt notice of any continuance to Class Members who object to the Settlement.

4 **IT IS SO ORDERED.**

5
6
7 **DATE**

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27
28
THE HONORABLE LAURA A. SEIGLE
SUPERIOR COURT JUDGE



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EXHIBIT A



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1 **COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et. al., Los Angeles*
4 Superior Court Case Number 23STCV12284

5 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
6 ***It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being***
7 ***sued.***

8 **You may be eligible to receive money** from an employee class action lawsuit (“**Action**”) against Far West Restaurant Group, LLC (“**Far West**”) and Zion Restaurant Group, LLC (“**Zion**”), for alleged wage and hour violations. The Action was filed by employee Olga Sotelo (“**Plaintiff**”) and seeks payment of (1) back wages and other relief for a class of nonexempt employees (“**Class Members**”) who worked for Far West at any time in California from May 28, 2022, through [Class End Date] and/or for Zion at any time in California from June 5, 2023, through [Class End Date] (the “**Class Periods**”); and (2) penalties under the Private Attorneys General Act (“**PAGA**”) for all nonexempt employees (“**Aggrieved Employees**”) who worked for Far West at any time from May 28, 2022, to the [PAGA End Date] and/or for Zion from June 5, 2023 to the [PAGA End Date] (the “**PAGA Periods**”).

13 The proposed settlement has two main parts: (1) a class settlement (the “**Class Settlement**”) requiring Far West and Zion to fund Participating Class Member Payments (the “**Participating Class Member Payments**”), and (2) a PAGA settlement (the “**PAGA Settlement**”) requiring Far West and Zion to fund individual PAGA payments (the “**Individual PAGA Payments**”) and pay penalties to the California Labor and Workforce Development Agency (“**LWDA**”) (collectively, the “**Settlement**”).

18 Based on Far West’s and/or Zion’s records and the parties’ current assumptions, **your Participating Class Member Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

21 The above estimates are based on the Far West’s and/or Zion’s records showing that **you worked _____ pay periods** during the Class Period and that **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more pay periods during the Class Period or during the PAGA Period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

25 The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. **Read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“**Class Counsel**”). The Court will also decide whether to enter a judgment



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that requires Far West and Zion to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Far West and Zion.

If you worked for Far West and/or Zion during the Class Periods and/or the PAGA Periods, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Participating Class Member Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage and hour claims and PAGA Period penalty claims against Far West and Zion.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Settlement Administrator in writing. If you opt-out of the Settlement, you will not receive a Participating Class Member Payment. You will, however, preserve your right to personally pursue Class Period wage and hour claims against Far West and Zion, and you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Far West and Zion will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for a Participating Class Member Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims and PAGA claims against Far West and Zion that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Settlement Administrator a written Request for Exclusion (defined below). Once excluded, you will be a Non-Participating Class Member and no longer eligible for a Participating Class Member Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Far West and Zion must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).



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Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.

Written Objections Must be Submitted by

_____.

All Class Members who do not opt-out (“**Participating Class Members**”) can object to any aspect of the proposed Class Settlement, but not the PAGA Settlement. The Court’s decision as to whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the _____ Final Approval Hearing

The Court’s Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Pay Periods.

Written Challenges Must be Submitted by

_____.

The amount of your Participating Class Member Payment and Individual PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period pay periods and number of PAGA Period pay periods you worked according to Far West’s and/or Zion’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is an employee who worked at Far West. The Action accuses Far West and Zion of violating California labor laws by failing to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; to provide meal periods or additional pay in lieu thereof; to provide rest breaks or additional pay in lieu thereof; to provide paid sick leave; report paid sick leave; to pay reporting time; to pay vested vacation time at termination; to pay waiting time penalties; to reimburse necessary business expenses; to timely pay wages upon separation; to timely pay wages owed during employment; to issue accurate itemized wage statements; to maintain accurate payroll records; and provide wage theft notice. Based on the same alleged violations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, *et seq.*) (“PAGA”). Plaintiff is represented by attorneys in the Action: The Spivak Law Firm and Smith Law (collectively, “Class Counsel”).



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Far West and Zion strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not made any determination as to whether Far West, Zion, or Plaintiff is correct on the merits.

While this Action was pending before the Court, Plaintiff and Far West hired Lisa Klerman, an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Far West have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, neither Far West nor Zion admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Far West and Zion have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Far West and Zion Will Pay \$1,050,000 as the Gross Settlement Amount (“Gross Settlement Amount”). Far West and Zion have agreed to deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator of the Settlement (the “**Settlement Administrator**”). The Settlement Administrator will use the Gross Settlement Amount to pay the Participating Class Member Payments, Individual PAGA Payments, Named Plaintiff Enhancement Award, Class Counsel’s attorneys’ fees and costs, the Settlement Administrator’s costs, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Far West and Zion will fund the Gross Settlement within 15 days of the Judgment entered by the Court becomes final.

The Judgment will be final on the 61st day after the Court enters Judgment, or a later date if the Judgment is appealed.

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:



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- i. Up to one-third of the Gross Settlement Amount (currently estimated to be \$350,000.00) to Class Counsel for attorneys' fees and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- ii. Up to \$20,000 for the Named Plaintiff for filing the Action, working with Class Counsel and representing the Class (the "**Enhancement Award**"). An Enhancement Award will be the only monies Plaintiff will receive other than Plaintiff's Participating Class Member Payment and any Individual PAGA Payment.
- iii. Up to \$29,500.00 to the Settlement Administrator for services administering the Settlement.
- iv. Up to \$100,000 for the PAGA Amount, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims, which will be allocated 75% (\$75,000.00) to the LWDA Payment and 25% (\$25,000.00) will be allocated to the Aggrieved Employees (the "**PAGA Payment**").

Participating Class Members have the right to object to any of these deductions, except the PAGA Amount. The Court will consider all objections.

C. Net Class Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement Amount (the "**Net Class Settlement Amount**") by making Participating Class Member Payments to Participating Class Members based on their Class Period pay periods .

D. Taxes Owed on Payments to Class Members. Plaintiff, Far West, and Zion are asking the Court to approve an allocation of 20% of each Participating Class Member Payment to taxable wages ("**Wage Portion**"), 40% to penalties, and 40% interest ("**Non-Wage Portion**"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Far West and/or Zion will separately pay the employer payroll taxes each owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Participating Class Member Payments on IRS 1099 Forms.

Although Plaintiff, Far West, and Zion have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.



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1 E. Need to Promptly Cash Payment Checks. The front of every check issued for
2 Participating Class Member Payments and Individual PAGA Payments will show the date
3 when the check expires (the void date). If you do not cash it by the void date, your check
4 will be automatically cancelled, and the monies will be transferred to Court Appointed
Special Advocates (“CASA”) of Los Angeles as a cy pres recipient.

5 F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a
6 Participating Class Member, participating fully in the Class Settlement, unless you notify
7 the Settlement Administrator in writing, not later than _____, that you wish to
8 opt-out (“**Request for Exclusion**”). The easiest way to notify the Settlement
9 Administrator is to send a written and signed Request for Exclusion by the Response
10 Deadline. A valid Request for Exclusion Form must: (i) contain the Class Member’s full
11 name, current address, and signature; (ii) the Action name and case number; (iii) a written
12 request clearly expressing the Class Member’s desire to be excluded from (or opt out of)
the Settlement; and (iv) be returned so that it is postmarked on or before the expiration of
the Notice Period. Excluded Class Members (i.e., Non-Participating Class Members) will
not receive Participating Class Member Payments, but will preserve their rights to
personally pursue wage and hour claims against Far West and/or Zion.

13 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
14 themselves from the Class Settlement (Non-Participating Class Members) remain eligible
15 for Individual PAGA Payments and are required to give up their right to assert PAGA
claims against Far West and Zion based on the PAGA Period facts alleged in the Action.

16 G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible
17 the Court will decline to grant Final Approval of the Settlement or decline enter a
18 judgment. It is also possible the Court will enter a judgment that is reversed on appeal.
19 Plaintiff, Far West, and Zion have agreed that, in either case, the Settlement will be void:
20 Far West and Zion will not pay any money and Class Members will not release any claims
against Far West and Zion.

21 H. Settlement Administrator. The Court has appointed a neutral company, CPT Group Inc.,
22 as the Settlement Administrator to send this Notice, calculate and make payments, and
23 process Class Members’ Requests for Exclusion. The Settlement Administrator will also
24 decide Class Member Challenges over pay periods, mail and remail settlement checks
and tax forms, and perform other tasks necessary to administer the Settlement. The
Settlement Administrator’s contact information is contained in Section 9 of this Notice.

25 I. Participating Class Members’ Release. After the Judgment is final and Far West and Zion
26 have fully funded the Gross Settlement Amount and separately paid all employer payroll
27 taxes, Participating Class Members will be legally barred from asserting any of the claims
28 released under the Settlement. This means that unless you opted out by validly excluding
yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any
other lawsuit against Far West, Zion, or related entities for wages based on the Class



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1 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action
2 and resolved by this Settlement.

3 The Participating Class Members will be bound by the following release:

4 All Participating Class Members shall be deemed to have fully, finally, and forever
5 released, settled, compromised, relinquished and discharged any and all of the
6 Released Parties from the Released Class Claims that arose during the Class
7 Period.

8 **“Released Parties”** means and includes Far West Restaurant Group, LLC, Zion
9 Restaurant Group, LLC, and their respective current and former parents,
10 predecessors or successors, holding companies, affiliated companies or entities,
11 owners, investors, shareholders, members, partners, officers, directors, managers,
12 employees, and agents, attorneys, insurers, and representatives.

13 **“Released Class Claims”** means, for the duration of the Class Period, any and all
14 claims against Defendants and the other Released Parties that arise from the facts,
15 matters, transactions or occurrences alleged in the Action or that could have been
16 alleged in the Action based on such facts. Without limiting the foregoing, and in
17 addition to the foregoing, the Released Claims include claims for alleged failures
18 to pay all wages earned for all hours worked at the correct rate including
19 minimum, regular, and overtime wages; provide meal periods or additional pay in
20 lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid
21 sick leave; report paid sick leave; pay reporting time; pay vested vacation time at
22 termination; waiting time penalties; reimburse necessary business expenses;
23 timely pay wages upon separation; timely pay wages owed during employment;
24 issue accurate itemized wage statements; maintain accurate payroll records;
25 provide wage theft notice; claims for violations of California Labor Code §§ 201–
26 204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6,
27 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198,
28 1198.5, 2802, and 2810.5; related violations of the applicable California Wage
Orders; violations of all related or corresponding federal laws; and violations of
California Business and Professions Code section 17200, *et seq.* in connection
with the alleged Labor Code violations alleged (or that could be alleged based on
the facts pled) in the Action.

- J. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Far West and Zion have paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Far West and Zion, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in



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any other PAGA claim against Far West, Zion, or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members shall be deemed to have forever completely released and discharged each of the Released Parties from the Released PAGA Claims that arose during the PAGA Period.

“Released PAGA Claims” means, for the duration of the PAGA Period, claims for penalties under the California Private Attorneys’ General Act (California Labor Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the Second Amended Complaint, filed on August 12, 2024, or that could have been alleged in the Second Amended Complaint based on such facts; and (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Notice Letters sent by the Named Plaintiff to the Labor and Workforce Development Agency (“LWDA”) pursuant to Labor Code section 2699.3 on or about May 26, 2023, and/or in the Amended PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024, and/or in the PAGA Notice Letter sent by the Named Plaintiff to the LWDA on or about June 5, 2024. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on alleged failures to pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks or additional pay in lieu thereof; provide paid sick leave; report paid sick leave; pay reporting time; pay vested vacation time at termination; waiting time penalties; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; maintain accurate payroll records; provide wage theft notice; claims for violations of California Business and Professions Code § 17200 *et seq.*; claims for violations of California Labor Code §§ 201–204, 210, 212–213, 216, 221, 223, 226, 226.3, 226.6, 226.7, 227.3, 245–248.6, 432, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 2802, and 2810.5 in connection with the allegations in the LWDA Notices and Second Amended Complaint, which is the Operative Complaint; and related violations of the applicable California Wage Orders.

4. HOW WILL THE SETTLEMENT ADMINISTRATOR CALCULATE MY PAYMENT?

A. Participating Class Member Payments. The Settlement Administrator will calculate Participating Class Member Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members,



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and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member.

B. Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing PAGA Payment (\$25,000.00) by the total number of PAGA pay periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

C. Pay Period Challenges. The number of Class pay periods you worked during the Class Period and the number of PAGA pay periods you worked during the PAGA Period, as recorded in Far West's and/or Zion's records, are stated in the first page of this Notice. You have until _____ to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending the attached Pay Period Dispute Form to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Settlement Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Settlement Administrator will accept Far West's and/or Zion's calculation of pay periods based on Far West's and/or Zion's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will resolve pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Far West's and Zion's Counsel. The Settlement Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Participating Class Member Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Settlement Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?



SPIVAK LAW
EMPLOYEE RIGHTS

Mail:
8605 Santa Monica Bl
PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
7th Fl
Los Angeles, CA 90067

1 Submit a written and signed Request for Exclusion to the Settlement Administrator. To be
2 valid, your Request for Exclusion must: (i) contain your full name, current address, and
3 signature; (ii) the Action name and case number; (iii) a written request clearly expressing
4 your desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so that it
5 is postmarked on or before the expiration of the Notice Period. You must make the request
6 yourself. If someone else makes the request for you, it will not be valid. **The Settlement
Administrator must be sent your request to be excluded by _____, or it will be
invalid.** Section 9 of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

8 Only Participating Class Members have the right to object to the Settlement. Before deciding
9 whether to object, you may wish to see what Plaintiff, Far West, and Zion are asking the Court
10 to approve. At least 10 days before the Final Approval Hearing, Class Counsel and/or
11 Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things,
12 the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation
13 Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys'
14 fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class
Representative Award. Upon reasonable request, Class Counsel (whose contact information
is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You
can also view them on the Court's website, www.lacourt.org.

15 A Participating Class Member who disagrees with any aspect of the Agreement, the Motion
16 for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative
17 Award may wish to object, for example, that the proposed Settlement is unfair, or that the
18 amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for
sending written objections to the Settlement Administrator is _____.** Written
19 objections to the Settlement must contain at least the following: (i) your full name, current
20 address, and signature; (ii) a clear reference to the Action; (iii) a statement of the specific
21 reasons why you believe the Settlement is unfair or why you object to the Class Settlement;
22 (iv) copies of any papers, briefs, or other documents upon which your objection is based; and
23 (v) a statement of whether you intend to appear at the final approval hearing, either in person
24 or through counsel and, if through counsel, a statement identifying that counsel by name, bar
number, address, and telephone number. All objections shall be signed by you or your legally-
authorized representative. Section 9 of this Notice has the Settlement Administrator's contact
information.

25 Alternatively, a Participating Class Member can object (or personally retain a lawyer to object
26 at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be
27 ready to tell the Court what you object to, why you object, and any facts that support your
28 objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final
Approval Hearing.



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7th Fl
Los Angeles, CA 90067

1 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

2
3 You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in
4 Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los
5 Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of
6 the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff
7 and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel
8 and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either
9 personally or virtually via LACourtConnect. Check the Court's website for the most current
10 information.

11
12 It's possible the Court will reschedule the Final Approval Hearing. You should check the
13 Settlement Administrator's website www.cptgroup.com beforehand or contact Class Counsel to
14 verify the date and time of the Final Approval Hearing.

15 **9. HOW CAN I GET MORE INFORMATION?**

16 The Agreement sets forth everything Plaintiff, Far West, and Zion have promised to do under the
17 proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other
18 Settlement documents is to go to the court website at www.lacourt.org. You can also telephone
19 or send an email to Class Counsel or the Settlement Administrator using the contact information
20 listed below.

21 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
22 **ABOUT THE SETTLEMENT.**

23 Class Counsel:

24 Name of Attorney: David Spivak
25 Email Address: david@spivak.com
26 Name of Firm: The Spivak Law Firm
27 Mailing Address: 8605 Santa Monica Blvd., PMB 42554, West Hollywood, CA 90069
28 Telephone: (213) 725-9094

29 Settlement Administrator:

30 Name of Company: CPT Group Inc.
31 Email Address: info@cptgroup.com
32 Mailing Address: 50 Corporate Park, Irvine, CA 92606
33 Telephone: (800) 542-0900
34 Fax Number: (949) 419-3446



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PMB 42554
West Hollywood, CA 90069
(213) 725-9094 Tel
(213) 634-2485 Fax
SpivakLaw.com

Office:
1875 Century Park East
7th Fl
Los Angeles, CA 90067

1 **10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

2 If you lose or misplace your settlement check before cashing it, the Settlement Administrator will
3 replace it as long as you request a replacement before the void date on the face of the original
4 check. If your check is already void, you will no longer receive a replacement check.

5 **11. WHAT IF I CHANGE MY ADDRESS?**

6 To receive your check, you should immediately notify the Settlement Administrator if you move
7 or otherwise change your mailing address.
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25 **SPIVAK LAW**
26 EMPLOYEE RIGHTS

27 Mail:
28 8605 Santa Monica Bl
 PMB 42554
 West Hollywood, CA 90069
 (213) 725-9094 Tel
 (213) 634-2485 Fax
 SpivakLaw.com

Office:
1875 Century Park East
7th Fl
Los Angeles, CA 90067

EXHIBIT B



SPIVAK LAW
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West Hollywood, CA 90069
(213) 725-9094 Tel
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7th Fl
Los Angeles, CA 90067

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

ELECTION NOT TO PARTICIPATE IN SETTLEMENT FORM

**IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND BE
ELIGIBLE FOR A SHARE OF THE SETTLEMENT PROCEEDS,
DO NOT FILL OUT THIS FORM.**

**IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, YOU MUST
COMPLETE AND SIGN THIS DOCUMENT AND MAIL IT TO THE ADDRESS BELOW,
EMAILED, FAXED, OR POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al. Class Action Settlement
Administrator
c/o ____

I declare as follows: I have received notice of the proposed Settlement in this action and I wish to be excluded from the class and **not** to participate in the proposed Settlement. I understand this means that I will not be bound by the Settlement and also will not share in the Settlement proceeds. I understand that exclusion from the Class Settlement will not result in exclusion from the California Labor Code Private Attorneys General Act ("PAGA") portion of the Settlement. If I am an Aggrieved Employee under the Settlement, I will still receive an Individual PAGA Payment.

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Identification Number)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on ____.

Dated: _____

(Signature)

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EXHIBIT C

PAY PERIOD DISPUTE FORM

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

TO CLASS MEMBER <<NAME>>:

TO RECEIVE A PAYMENT FROM THE SETTLEMENT, YOU DO NOT NEED TO TAKE ANY ACTION.

You have received this Notice because you are a Class Member and/or Aggrieved Employee in this Action. You are a Class Member if you are a current or former non-exempt employee who was employed by either Far West Restaurant Group, LLC (“Far West”) at any time in California from May 28, 2022, through <<Class End Date>> and/or Zion Restaurant Group, LLC (“Zion”) at any time in California from June 5, 2023, through <<Class End Date>> (the “**Class Period**”). You are an Aggrieved Employee if you are a current or former non-exempt employee who was employed by either Far West at any time in California from May 28, 2022, through <<PAGA End Date>> and/or Zion at any time in California from June 5, 2023, through <<PAGA End Date>> (the “**PAGA Period**”).

Please complete and return this Form to CPT Group, 50 Corporate Park, Irvine, CA 92606 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Settlement Award:

According to Far West’s and/or Zion’s records:

(a) you either worked for Far West and/or Zion in California at some point during the Class Period;

1 (b) you worked <<number of Pay Periods>> pay periods for Far West and/or Zion in
2 California at some point during the Class Period; and

3 (c) you worked <<number of Pay Periods>> pay periods for Far West and/or Zion in
4 California at some point during the PAGA Period.

5 Based on the above, your Settlement award is estimated at \$<<Individual Settlement
6 Payment Amount>>.

7 Your Individual Settlement Payment reflected on this Notice is only an estimate. The
8 exact amount of your settlement payment could somewhat vary, up or down.

9 (IV) If you disagree with items (a), (b), and/or (c) in Section (III) above, please explain
10 why in the space provided below and include copies of any supporting evidence or
11 documentation with this Form:

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29 If you dispute the above information from Far West's and/or Zion's records, please provide
30 documentation that establishes that Far West's and/or Zion's records are mistaken. If there is a
31 dispute about whether Far West's and/or Zion's information or yours is accurate, the dispute will
32 be submitted to the parties and the Settlement Administrator as described in the "Court Approved
33 Notice of Class Action Settlement and Hearing Date for Final Court Approval" that accompanies
34 this Form. The Settlement Administrator's determination of the eligibility for and amount of any
35 Settlement Award shall be binding upon the Class Member and the parties.

36 **UNLESS (1) YOUR PERSONAL CONTACT INFORMATION HAS CHANGED,**
37 **AND/OR (2) YOU WISH TO DISPUTE ANY OF THE ITEMS LISTED IN SECTION (III)**
38 **ABOVE, YOU SHOULD NOT RETURN THIS FORM.**

39 **ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE**
40 **POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.**

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EXHIBIT D

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OBJECTION FORM

Olga Sotelo v. Far West Restaurant Group, LLC (d/b/a WingStop), et al.
Los Angeles Superior Court Case Number 23STCV12284

Please verify and/or complete any missing identifying information:

CPT ID: <<CPT ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>

CORRECT NAME AND ADDRESS HERE:

Telephone Number: (____) ____ - ____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU SHOULD SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY (OR ONE LIKE IT), AND YOU SHOULD EMAIL IT TO SoteloFarWestSettlement@cptgroup.com, FAX IT TO 949-419-3446, OR MAIL IT BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR SO THAT IT IS POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>. THE ADDRESS FOR THE SETTLEMENT ADMINISTRATOR IS NOTED ON PAGE TWO OF THIS FORM.

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM. THE SETTLEMENT ADMINISTRATOR WILL SEND THIS OBJECTION AND ANY SUPPORTING DOCUMENTS TO THE ATTORNEYS FOR THE PARTIES. THE ATTORNEYS FOR THE PARTIES WILL FILE THE OBJECTION WITH THE COURT.

The Court will consider your objection at the Final Approval Hearing if you timely submit it. Include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider. However, you may speak to the Court at the final approval hearing whether or not you submit a timely objection.

[] I OBJECT to the *Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop), et al.* Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

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[] I am or will be represented by an attorney (provide name and address of attorney on lines below if applicable):

Executed on _____, 2025

(Signature)

<<Name>>

(Printed Name)

EMAIL TO THE SETTLEMENT ADMINISTRATOR:
<<SoteloFarWestSettlement@cptgroup.COM>>

FAX TO THE SETTLEMENT ADMINISTRATOR: <<(949) 419-3346>>

**MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL
POSTMARKED NOT LATER THAN <<RESPONSE DEADLINE>>:**

Olga Sotelo v. Far West Restaurant Group, LLC (D/B/A WingStop), et al.
Settlement Administrator
CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

EXHIBIT 6