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HAIDILAO HOT POT CENTURY CITY INC, et al.

(Counsel Continued on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

MARLON DE LEON, on behalf of the State of
California, and others similarly situated and
aggrieved,

Plaintiffs,

v.

HAIDILAO HOT POT CENTURY CITY INC, a
California Corporation; HAIDILAO HOT POT
SAN DIEGO, INC., a California Corporation;
HAIDILAO HOT POT DALY CITY, INC., a
California Corporation; HAIDILAO CATERING
(U.S.A.) INC., a California Corporation;
HAIDILAO HOT POT FREMONT INC., a
California Corporation; HAIDILAO HOT POT
INDUSTRY INC., a California Corporation;
HAIDILAO RESTAURANT GROUP, INC., a
California Corporation; HAIDILAO
RESTAURANT CALIFORNIA INC., a California
Corporation; HDL MANAGEMENT USA
CORPORATION, a California corporation; and
DOES 1-100, inclusive,
Defendants.

Case No.: 23STCV19515

REPRESENTATIVE PAGA ACTION

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

*[Assigned for All Purposes to the Hon.
Jill Feeney; Dept. 78]*

Complaint Filed: August 15, 2023
Trial Date: Not Yet Set

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1 This Joint Stipulation of Representative PAGA Actions Settlement and Release of Claims
2 (“Settlement” or “Agreement”) is made and entered into by and between Plaintiffs MARLON DE
3 LEON (“De Leon”) and LEE YUN RU (“Ru”) (De Leon and Ru are collectively the “Plaintiffs”),
4 individually and on behalf of all aggrieved employees, and Defendants HAIDILAO HOT POT
5 CENTURY CITY, INC., HAIDILAO HOT POT SAN DIEGO, INC., HAIDILAO HOT POT
6 DALY CITY, INC. ; HAIDILAO CATERING (U.S.A.) INC.; HAIDILAO HOT POT FREMONT
7 INC.; HAIDILAO HOT POT INDUSTRY INC; HAIDILAO RESTAURANT GROUP, INC.;
8 HAIDILAO RESTAURANT CALIFORNIA INC. and HDL MANAGEMENT USA
9 CORPORATION (collectively the “Defendants”). Plaintiffs and Defendants are collectively
10 referred to herein as “the Parties.”

11 **I. DEFINITIONS**

12 The following definitions are applicable to this Settlement, in addition to other terms defined
13 elsewhere in this Settlement:

14 1. “Actions” shall mean *Marlon De Leon v. Haidilao Hot Pot Century, City, Inc., et al.*,
15 Case No. 23STCV19515, filed on August 15, 2023, in the Superior Court for the State of California,
16 County of Los Angeles (the “De Leon Action”) and *Lee Yun Ru v. Haidilao Hot Pot San Diego,*
17 *Inc., et al.*, Case No. 37-2024-00000006-CU-OE-CTL, filed on January 2, 2024, in the Superior
18 Court for the State of California, the County of San Diego (the “Ru Action”) (related with the De
19 Leon Action on May 12, 2024, and consolidated via the filing of a First Amended Complaint in the
20 De Leon Action on January 6, 2025), and the operative Complaints filed therein.

21 2. “Aggrieved Employee Payment” shall mean the payment, distributed on a *pro rata*
22 basis, to the Aggrieved Employees constituting twenty-five percent (25%) of the Net Settlement
23 Amount, currently estimated to be One Hundred Forty-Five Thousand, Eight Hundred and Thirty-
24 Three Dollars and Thirty-Three Cents (\$145,833.33).

25 3. “Aggrieved Employee Payment Share” shall mean the value of each Aggrieved
26 Employee’s share of the Aggrieved Employee Payment as provided by this Agreement.

27 4. “Defense Counsel” shall mean the attorneys representing Defendants in the Actions,
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Andrea Rosenkranz, Esq. and Matthew C. Sgnilek, Esq. of O'Hagan Meyer.

5. "Effective Date" shall mean 60 calendar dates following the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. The occurrence of the Effective Date is a prerequisite to any obligation of Defendants to pay any funds into the Settlement Account.

6. "Individual Pay Periods" shall mean the number of Pay Periods for an individual Aggrieved Employee.

7. "Judgment" shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following a Hearing on the Settlement in this Actions.

8. "LWDA Payment" shall mean the payment to the California Labor and Workforce Development Agency ("LWDA") constituting seventy-five percent (75%) of the Net Settlement Amount, currently estimated to be Four Hundred Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$437,500.00).

9. "Maximum Settlement Amount" shall mean the maximum settlement amount of Nine Hundred and Fifty Thousand Dollars and Zero Cents (\$950,000.00) payable by Defendants as provided by this Agreement, unless that amount is increased pursuant to Paragraph 10 below.

10. Defendants represents that as of June 21, 2024, the number of Pay Periods worked by the Aggrieved Employees in the PAGA Period is approximately 25,000. Should the number of Pay Periods worked by the Aggrieved Employees as of August 23, 2024, increase by more than 10% (i.e., to more than 27,500 Pay Periods), then Defendants shall have the option of either (i) increasing the Maximum Settlement Amount by an amount determined by the following formula: $[(\text{Actual Number of Pay Periods} - 27,500) \div 27,500] \times \text{Maximum Settlement Amount}$; or (ii) changing the end date of the PAGA Period to a date for which there are no more than 27,500 Pay Periods.

11. "Net Settlement Amount" shall mean the Maximum Settlement Amount, less (i) the Representative PAGA Payments approved by the Superior Court; (ii) the PAGA Counsel Fees Payment approved by the Superior Court; (iii) the PAGA Counsel Litigation Expenses Payment

approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the Superior Court; and (v) any other fees or expenses (other than PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of this Agreement as approved by the Superior Court.

12. “PAGA Counsel” shall mean the attorneys representing Plaintiffs in the Actions, including Zachary M. Crosner, Esq., Jamie Serb, Esq., and Brandon Brouillette, Esq. of Crosner Legal, PC; Joseph Hekmat, Esq. of Hekmat Law Group P.C.; and Ben Rothman, Esq. of Law Office of Ben Rothman.

13. “PAGA Counsel Fees Payment” shall mean one-third of the Maximum Settlement Amount (currently estimated to be Three Hundred Sixteen Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$316,666.66)) subject to approval by the Superior Court as PAGA Counsel’s attorneys’ fees incurred in connection with the Actions, including fees incurred in pre-filing investigation, filing of the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

14. “PAGA Counsel Litigation Expenses Payment” shall mean the actual litigation expenses and/or costs expended by PAGA Counsel subject to approval by the Superior Court incurred in connection with the Actions, including pre-filing investigation, filing of the Actions, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. PAGA Counsel’s expenses are not to exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00).

15. “PAGA Group” shall mean all current and former hourly-paid, non-exempt employees of Defendants in California during the PAGA Period. “Aggrieved Employee” shall mean an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military service, the person’s legal representative or successor in interest evidenced by reasonable verification).

16. “PAGA Period” shall mean the period of time from June 5, 2022, through August 23, 2024.

1 17. “Representative PAGA Payments” shall mean the special payments made to
2 Plaintiffs in their capacities as Representative PAGA Plaintiffs to compensate them for prosecuting
3 the Actions, and performing work in support of the Actions, in the amount of Ten Thousand Dollars
4 and Zero Cents (\$10,000.00), per Plaintiff, or Twenty Thousand Dollars and Zero Cents
5 (\$20,000.00) total, subject to approval by the Superior Court.

6 18. “PAGA Settlement Notice” shall mean the Notice of Settlement, a sample of which
7 is attached hereto as Exhibit “A”. The PAGA Settlement Notice shall further contain (i) an
8 Aggrieved Employee’s first and last name, (ii) last known address, (iii) the Aggrieved Employee’s
9 Individual Pay Periods; and (iv) the Aggrieved Employee’s estimated Aggrieved Employee
10 Payment Share.

11 19. “Pay Period” shall mean any pay period in which an Aggrieved Employee actually
12 received payment from Defendants as an hourly-paid, non-exempt employee.

13 20. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed
14 by the Parties and appointed by the Superior Court to administer the Settlement.

15 21. “Settlement Administrator Payment” shall mean the payment to the Settlement
16 Administrator for its fees and expenses in administering this Settlement.

17 22. “Superior Court” shall mean the Superior Court of California for the County of Los
18 Angeles.

19 **II. RECITALS**

20 23. On June 5, 2023, PAGA Counsel, on behalf of De Leon and the PAGA Group, gave
21 written notice to the Labor Workforce and Development Agency (“LWDA”) of the Labor Code
22 violations Defendants are alleged to have violated (“De Leon LWDA Exhaustion Letter”).

23 24. On August 15, 2023, De Leon filed a Representative PAGA Action Complaint
24 against Defendants in the Los Angeles County Superior Court, Case No. 23STCV19515. In his
25 Complaint, De Leon pled a cause of action for Civil Penalties pursuant to the Private Attorneys’
26 General Act of 2004 (“PAGA”) (“De Leon Action”).

27 25. On October 19, 2023, PAGA Counsel, on behalf of Ru and the PAGA Group, gave
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written notice to the Labor Workforce and Development Agency (“LWDA”) of the Labor Code violations Defendants are alleged to have violated (“Ru LWDA Exhaustion Letter”).

26. On January 2, 2024, Ru filed a Representative PAGA Action Complaint against Defendants in the San Diego County Superior Court, Case No. 37-2024-00000006-CU-OE-CTL. In her Complaint, Ru pled a cause of action for Civil Penalties pursuant to PAGA (“Ru Action”).

27. On May 12, 2024, the De Leon Action and Ru Action were deemed related.

28. Defendants deny and continue to deny all of Plaintiffs’ material allegations. Specifically, Defendants contend (1) they did not fail to pay the Aggrieved Employees the minimum, straight time, and/or overtime wages; (2) they paid the Aggrieved Employees for all hours worked; (3) they paid the Aggrieved Employees reporting time wages, as appropriate; (4) they provided the Aggrieved Employees with all meal periods according to law and/or paid meal period premiums; (5) they provided the Aggrieved Employees with all rest breaks according to law and/or paid rest break premiums; (6) they did not make any unlawful deductions from the Aggrieved Employees’ wages; (7) they reimbursed Aggrieved Employees for all necessary business expenses; (8) they provided Aggrieved Employees with suitable seating and suitable resting facilities; (9) they provided Aggrieved Employees with at least one day’s rest in seven; (10) they properly calculated and paid out sick time, including COVID-19 supplemental sick leave; (11) properly allocated and paid Aggrieved Employees paid-time-off; (12) they did not require Aggrieved Employees to enter into unlawful agreements; (13) they did not fail to timely pay the Aggrieved Employees wages due and owing during employment and/or upon separation; (14) they provided the Aggrieved Employees with accurate itemized wage statements, consistent with Labor Code Section 226; (15) they properly maintained all payroll records; (16) the PAGA Group is not entitled to penalties under PAGA; and (17) Defendants are not liable for damages, including attorneys’ fees and costs of litigation to the Aggrieved Employees.

29. In connection with the Actions, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendants, human resources documents and policies, time records, and payroll

data during the PAGA Period) which were reviewed, investigated, and analyzed by PAGA Counsel.

30. On June 24, 2024, the Parties in the Actions participated in a full day of mediation before an experienced employment, class, and PAGA representative action mediator, Todd Smith, Esq. (the “Mediation”) and the Parties reached a settlement at the Maximum Settlement Amount.

31. On January 6, 2025, Plaintiff De Leon filed a First Amended Complaint adding Plaintiff Ru as an additional named Plaintiff in the De Leon Action.

32. On February 7, 2025, Plaintiff Ru dismissed the Ru Action.

33. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants that Plaintiffs’ claims in the Actions have any merit or that they have any liability to Plaintiffs, the PAGA Group or the State on those claims, or as an admission by Plaintiffs that Defendants’ defenses in Actions have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

34. Based on its own thorough, independent investigation and evaluation of this case, PAGA Counsel is of the opinion that the Settlement of this Actions with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-representative approval of the Aggrieved Employees, the defenses asserted by Defendants including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendants contend that they have no liability in the Actions, Defense Counsel shares PAGA Counsel’s belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

35. Based on the foregoing Recitals, the Parties agree as follows:

III. PROCEDURE FOR APPROVING SETTLEMENT

36. **Motion for Approval of Settlement by the Superior Court.** Plaintiffs will move

1 the Superior Court for an order granting Approval of the Settlement and approving the PAGA
2 Settlement Notice (attached as Exhibit "A" to this Stipulation) ("Motion for Approval"). Any
3 unresolved disagreement among the Parties concerning the PAGA Settlement Notice or other
4 documents necessary to implement the Settlement will be referred first to Todd Smith, Esq., and if
5 no resolution is reached, then to the Superior Court.

6 37. At the hearing on the Motion for Approval, the Parties anticipate that they will
7 jointly appear, support the granting of the Motion for Approval, and obtain an order granting
8 Approval, including approval of the PAGA Settlement Notice.

9 38. Should the Superior Court require any amendments to this Agreement or the Motion
10 for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior
11 Court's Approval.

12 39. Should the Superior Court decline to approve any material aspects of the Settlement,
13 the Settlement will be null and void and the Parties will have no further obligations under it. In
14 such event, the Parties shall be returned to their respective positions as of the date and time
15 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as
16 if this Agreement had not been executed.

17 40. Upon approval of the Settlement by the Superior Court, the Parties will present for
18 the Superior Court's approval and entry a Proposed Final Order and Judgment. The entry of the
19 Order and Judgment shall permanently bar all Aggrieved Employees from prosecuting against
20 Defendant any claims for PAGA penalties through the PAGA Period, which were or could have
21 been brought in this Actions, as well as all claims as set forth in the Release contained in Section V
22 of this Agreement, whether known or unknown.

23 41. After entry of the Judgment, the Superior Court will have continuing jurisdiction
24 over the Actions and the Settlement solely for purposes of (i) enforcing this Settlement, (ii)
25 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
26 may be appropriate under court rules or applicable law.

27 42. **PAGA Settlement Notice.** After the Superior Court enters its order granting
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1 Approval, every Aggrieved Employee will be provided with the PAGA Settlement Notice (in
2 English, Spanish, and Chinese) which will include the PAGA Settlement Notice completed to
3 reflect the order granting Preliminary Approval of the Settlement and the Aggrieved Employee's
4 information as follows:

5 (a) Within twenty-one (21) days after the Motion for Approval is granted,
6 Defendants will provide to the Settlement Administrator the "Aggrieved Employees' Data," which
7 shall consist of an electronic database containing (i) each Aggrieved Employee's first and last name,
8 (ii) last known mailing address, (iii) the Aggrieved Employee's Social Security number or Tax ID,
9 and (iv) Aggrieved Employees' total number of Individual Pay Periods. If any or all of the
10 Aggrieved Employees' Data are unavailable to Defendants, Defendants will so inform PAGA
11 Counsel prior to the date on which Defendants are required to submit the Aggrieved Employees'
12 Data to the Settlement Administrator and the Parties will make their best efforts to reconstruct or
13 otherwise agree upon the Aggrieved Employees' Data prior to when it must be submitted to the
14 Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the
15 Settlement Administrator as provided in Paragraph 43. This information will otherwise remain
16 confidential and will not be disclosed to anyone, except as required to applicable taxing authorities,
17 as required to carry out the reasonable efforts to identify Aggrieved Employee information as
18 described in Paragraph 42, subsection (c), pursuant to Defendants' express written authorization, or
19 by order of the Superior Court.

20 (b) Within seven (7) days of its receipt of the Settlement Account Deposit from
21 Defendants, as described in Paragraph 44, or as soon thereafter as it is able to do so, the Settlement
22 Administrator will mail the PAGA Settlement Notice (and corresponding payment) to all identified
23 Aggrieved Employees via first-class U.S. Mail using the mailing address information provided by
24 Defendants, unless modified by any updated address information that the Settlement Administrator
25 obtains in the course of administration of the Settlement.

26 (c) If a PAGA Settlement Notice is returned by the U.S. Postal Service because
27 of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days
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1 from receipt of the returned packet, search for a more current address for the Aggrieved Employee
2 and re-mail the PAGA Settlement Notice to the Aggrieved Employee. The Settlement
3 Administrator will use the Aggrieved Employees' Data and otherwise work with Defense Counsel
4 or utilize its own resources such as skip traces to find a more current address. The Settlement
5 Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job
6 parameters, court orders, and fee, to trace the mailing address of any Aggrieved Employee for
7 whom a PAGA Settlement Notice is returned by the U.S. Postal Service. These reasonable steps
8 shall include the tracking of all undelivered mail; performing address searches for all mail returned
9 without a forwarding address; and promptly re-mailing to Aggrieved Employees for whom new
10 addresses are found.

11 (d) The Settlement Administrator will inform PAGA Counsel and Defense
12 Counsel of the number of returned PAGA Settlement Notices it receives and PAGA Settlement
13 Notices re-mailed in a weekly status report.

14 43. **Resolution of Aggrieved Employee Disputes.** If an Aggrieved Employee disputes
15 the number of his/her/their Individual Pay Periods stated in their PAGA Settlement Notice, the
16 Aggrieved Employee must, within fourteen (14) days after the Settlement Administrator initially
17 mails the PAGA Settlement Notice, ask the Settlement Administrator to resolve the matter by
18 returning the PAGA Settlement Notice with a statement of the number of Pay Periods that
19 he/she/they contends were worked and include any documentation the Aggrieved Employee has to
20 support his/her/their contention. The Settlement Administrator shall notify Defendants of the
21 dispute and provide them with a copy of the PAGA Settlement Notice and any documentation
22 received in support of the dispute within three (3) court days of receipt thereof. Defendants shall
23 review its payroll and personnel records and verify the correct number of Pay Periods within five
24 (5) court days of the Settlement Administrator's notification. Defendants' records will have a
25 rebuttable presumption of accuracy. After consultation with Defense Counsel and the applicable
26 Aggrieved Employee, the Settlement Administrator will, within three (3) court days of Defendants'
27 verification, make a determination of the Aggrieved Employee's number of Pay Periods and that
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determination will be final, binding on the Parties and the Aggrieved Employee, and is not appealable.

44. **Establishment of Settlement Account.** The Settlement Administrator shall establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties when the Settlement Account has been established. The Settlement Administrator shall also provide Defendants with an itemized statement for the total amount to be deposited into the Settlement Account, which shall equal the Maximum Settlement Amount ("Settlement Account Deposit"). Within ten (10) days after receiving notification of the Settlement Account and statement for the Settlement Account Deposit, Defendants shall pay into the Settlement Account an amount equal to the Settlement Account Deposit. Defendants shall have no obligation to pay any additional funds into the Settlement Account.

45. **Payment of Aggrieved Employee Payment Shares.** The Settlement Administrator shall pay to each Aggrieved Employee his/her/their Aggrieved Employee Payment Share from the Settlement Account. The Settlement Administrator shall pay each Aggrieved Employee Payment Share by sending a check in the appropriate amount to the Aggrieved Employee at the address indicated in the Aggrieved Employee's Data. Such payment shall be sent by the Settlement Administrator via U.S. Mail within fourteen (14) days of its receipt of the Settlement Account Deposit from Defendants.

46. **Uncashed Aggrieved Employee Payment Share Checks.** Any checks paid to Aggrieved Employees shall be negotiable for one hundred and eighty (180) calendar days from the date of their issuance. An Aggrieved Employee must cash his/her/their Aggrieved Employee Payment Share check within one hundred and eighty (180) calendar days after it is mailed to him/her/them. If a check remains uncashed after one hundred and eighty (180) calendar days from the initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." If

1 an updated address can be identified, the Settlement Administrator shall issue another check to the
2 Aggrieved Employee and mail it to the Aggrieved Employee at his/her/their updated address. If an
3 updated address for the Aggrieved Employee cannot be identified, if a reissued check is once again
4 returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed
5 after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting
6 of such funds and shall give notice to the Parties of the total balance of uncashed Aggrieved
7 Employee Payment Shares. An Aggrieved Employee who fails to negotiate or receive his/her/their
8 Aggrieved Employee Payment Share check despite the procedures described above shall
9 nevertheless remain bound by the Settlement and the releases contained herein.

10 47. The funds represented by Aggrieved Employee Payment Share checks remaining
11 uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided
12 and then shall be transmitted to the Controller of the State of California to be held pursuant to the
13 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
14 Aggrieved Employees who did not cash their checks until such time they claim their property. The
15 Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure
16 Code § 384, as the entire Net Settlement Amount will be paid out to Aggrieved Employees, whether
17 or not they all cash their settlement checks.

18 48. **Payment of PAGA Counsel’s Fees Payment and PAGA Counsel’s Litigation**
19 **Expenses Payment.** The Settlement Administrator shall pay to PAGA Counsel the PAGA
20 Counsel’s Fees Payment and PAGA Counsel’s Litigation Expenses Payment from the Settlement
21 Account. The Settlement Administrator shall pay the PAGA Counsel’s Fees Payment and PAGA
22 Counsel’s Litigation Expenses Payment by sending a wire or check in the appropriate amount to
23 PAGA Counsel at the address provided for in Paragraph 82. Such payment shall be sent by the
24 Settlement Administrator within ten (10) calendar days of its receipt of the Settlement Account
25 Deposit from Defendants.

26 49. **Final Report by Settlement Administrator to Superior Court.** Within ten (10)
27 days after final disbursement of all funds from the Settlement Account, the Settlement
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1 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
2 final summary report on the disbursements of all funds from the Settlement Account. Within ten
3 (10) days after transmission of any remaining unclaimed funds to Controller of the State of
4 California the Settlement Administrator will serve on the Parties and file with the Superior Court a
5 declaration providing a final summary report on the transmission of any remaining unclaimed funds
6 to Controller of the State of California as outlined Paragraph 47.

7 **IV. SETTLEMENT TERMS AND CONDITIONS**

8 **50. Aggrieved Employee Payment Shares.** Subject to the terms and conditions of this
9 Settlement, the Settlement Administrator will calculate the Aggrieved Employee Payment Shares
10 for each Aggrieved Employee within ten (10) days after Defendants provide the Settlement
11 Administrator with the Aggrieved Employees' Data. The Aggrieved Employee Payment Share for
12 each Aggrieved Employee will be calculated as follows, understanding that the formulas below do
13 not constitute an admission by either Party, and are intended only to provide a practical means to
14 simplify and administer the claims process:

15 **(a) Number of Aggrieved Employees and Pay Periods.** Defendants shall
16 determine the total number of Aggrieved Employees and the aggregate number of Pay Periods for
17 those Aggrieved Employees as of the time of Approval. This information shall be provided to the
18 Settlement Administrator along with the Aggrieved Employees' Data as described in Paragraph 42
19 above.

20 **(b) Calculation of the Pay Period Value.** The Settlement Administrator shall
21 determine the value of a Pay Period ("Pay Period Value") by taking the Aggrieved Employee
22 Payment amount and dividing it by the sum of all Aggrieved Employees' Pay Periods.

23 **(c) Calculation of Aggrieved Employee Payment Shares.** The Settlement
24 Administrator shall assign to each Aggrieved Employee an Aggrieved Employee Payment Share
25 which shall be equal to the Pay Period Value multiplied by each Aggrieved Employee's Individual
26 Pay Periods. Upon calculation of the Aggrieved Employees' Aggrieved Employee Payment Shares,
27 the Settlement Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet
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1 containing a list of employee identification numbers for the Aggrieved Employees with their
2 corresponding Individual Pay Periods and Aggrieved Employee Payment Shares.

3 **51. Taxes and Withholdings.** Each Aggrieved Employee Payment Share is intended to
4 settle the Aggrieved Employees' claims for civil penalties. Accordingly, one hundred percent
5 (100%) of each Aggrieved Employee Payment Share shall represent civil penalties. The Aggrieved
6 Employee Payment Share shall be paid to the Aggrieved Employee in full without deductions or
7 withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved
8 Employee for that amount, to the extent the Aggrieved Employee's Aggrieved Employee Payment
9 Share is Six Hundred Dollars and Zero Cents (\$600.00) or more. Each Aggrieved Employee shall
10 be individually responsible for their own share of applicable income tax withholdings and
11 deductions for his/her/their Aggrieved Employee Payment Share.

12 **52. Total Payment Amount.** In no event will Defendants be required to pay more than
13 the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 10 above)
14 for distribution to the Plaintiffs, PAGA Counsel, Aggrieved Employees, the LWDA, the Settlement
15 Administrator, or for any other costs or expenses not otherwise enumerated.

16 **53. Payments to Plaintiffs and PAGA Counsel and Others.** Subject to the terms and
17 conditions of this Settlement, the Settlement Administrator will make the following payments out of
18 the Maximum Settlement Amount as follows:

19 **(a) To Plaintiffs:** In addition to their respective Aggrieved Employee Payment
20 Share, Plaintiffs will apply to the Superior Court for Representative PAGA Payments in an amount
21 not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), each. Defendants will not
22 oppose these Representative PAGA Payments. The Settlement Administrator will pay the
23 Representative PAGA Payments approved by the Superior Court out of the Maximum Settlement
24 Amount. Payroll tax withholding and deductions will not be taken from the Representative PAGA
25 Payments and an IRS Form 1099 will be issued to each Plaintiff for their respective payment.

26 **(b) To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the
27 PAGA Counsel Fees Payment in an amount not to exceed one-third of the Maximum Settlement
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1 Amount (currently estimated to be Three Hundred Sixteen Thousand, Six Hundred and Sixty-Six
2 Dollars and Sixty-Six Cents (\$316,666.66)). PAGA Counsel will also submit to the Superior Court
3 a memorandum of costs for the PAGA Counsel Litigation Expenses Payment in an amount not to
4 exceed Eighteen Thousand Dollars and Zero Cents (\$18,000.00) as reimbursement for reasonable
5 costs of suit to be paid from the Maximum Settlement Amount. Defendants will not oppose these
6 requests. The Settlement Administrator will pay the amounts approved by the Superior Court out of
7 the Maximum Settlement Amount. Withholding and deductions will not be taken from the PAGA
8 Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment and one or more IRS Forms
9 1099 will be issued to PAGA Counsel with respect to those payments.

10 (c) **To the LWDA:** As part of their Motion for Approval, the Parties will jointly
11 apply to the Superior Court for approval of the LWDA Payment in an amount currently estimated to
12 be Four-Hundred Thirty-Seven Thousand, Five Hundred Dollars and Zero Cents (\$437,500.00),
13 which shall constitute the LWDA's seventy-five percent (75%) share the Net Settlement Amount.

14 (d) **To the Aggrieved Employees:** As part of their Motion for Approval, the
15 Parties will jointly apply to the Superior Court for approval of the Aggrieved Employee Payment in
16 an amount currently estimated to be One Hundred Forty-Five Thousand, Eight Hundred and Thirty-
17 Three Dollars and Thirty-Three Cents (\$145,833.33), which shall constitute the PAGA Group's
18 twenty-five percent (25%) share the Net Settlement Amount.

19 (e) **To the Settlement Administrator:** The Settlement Administrator will be
20 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
21 Superior Court, which are estimated not to exceed Twelve Thousand Dollars and Zero Cents
22 (\$12,000.00).

23 54. **Appointment of Settlement Administrator.** The Parties will ask the Superior
24 Court to appoint Phoenix Class Actions Administrators, a qualified and experienced administrator
25 based in California where the Actions is venued, to serve as the Settlement Administrator, which, as
26 a condition of appointment, will agree to be bound by this Agreement with respect to the
27 performance of its duties and its compensation. The Settlement Administrator's duties will include
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(i) calculating Aggrieved Employee Payment Shares; (ii) preparing, printing, and mailing the PAGA Settlement Notice to all Aggrieved Employees; (iii) using reasonable measures to contact all Aggrieved Employees, including conducting a National Change of Address search on all Aggrieved Employees before mailing the PAGA Settlement Notice to each Aggrieved Employee's address; (iv) re-mailing the PAGA Settlement Notice to the Aggrieved Employee's new address for those Aggrieved Employees whose address had changed; (v) setting up a toll-free telephone number to receive calls from Aggrieved Employees; (vi) issuing the checks to effectuate the payments due under the Settlement; (vii) using reasonable measures to deliver issued checks to Aggrieved Employees, including use of a "skip-trace" for undeliverable checks; and (viii) otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of an Aggrieved Employee's Aggrieved Employee Payment Share, subject to the terms set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses are estimated to not exceed Twelve Thousand Dollars and Zero Cents (\$12,000.00) and will be paid out of the Maximum Settlement Amount, as set forth herein, subject to Court approval.

V. RELEASE OF CLAIMS

55. **De Leon's Released Claims.** De Leon, individually and on behalf of De Leon's heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and voluntarily releases and forever discharges Defendants, including any and all parent corporations, affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not limited to each of their current and former attorneys officers, directors and agents thereof, both individually and in their business capacities, (collectively, "Plaintiffs' Released Parties"), to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and unasserted, which De Leon has or may have against the Plaintiffs' Released Parties as of the date of execution of this Settlement Agreement. De Leon is not waiving any rights De Leon may have to:

(i) De Leon's own vested accrued employee benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii)

1 benefits or rights to seek benefits under applicable workers' compensation (except as to claims
2 under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment
3 insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing
4 this Settlement Agreement; and (iv) enforce this Settlement Agreement.

5 56. To affect a full and complete general release as described above, De Leon expressly
6 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California
7 and does so understanding and acknowledging the significance and consequence of specifically
8 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
9 complete release and discharge of all parties, De Leon expressly acknowledges this Settlement
10 Agreement is intended to include in its effect, without limitation, all claims De Leon does not know
11 or suspect to exist in De Leon' favor at the time of signing this Settlement Agreement, and that this
12 Settlement Agreement contemplates the extinguishment of any such claims. De Leon warrants De
13 Leon has read this Settlement Agreement, including this waiver of California Civil Code § 1542,
14 and that De Leon has consulted with or had the opportunity to consult with counsel of De Leon's
15 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that De
16 Leon understands this Settlement Agreement and the § 1542 waiver, and so De Leon freely and
17 knowingly enters into this Settlement Agreement. De Leon further acknowledges that De Leon
18 later may discover facts different from or in addition to those De Leon now knows or believes to be
19 true regarding the matters released or described in this Settlement Agreement, and even so De Leon
20 agrees that the releases and agreements contained in this Settlement Agreement shall remain
21 effective in all respects notwithstanding any later discovery of any different or additional facts. De
22 Leon expressly assume any and all risk of any mistake in connection with the true facts involved in
23 the matters, disputes or controversies released or described in this Settlement Agreement or with
24 regard to any facts now unknown to De Leon relating thereto.

25 57. **Ru's Released Claims.** Ru, individually and on behalf of Ru's heirs, executors,
26 administrators, representatives, attorneys, successors and assigns knowingly and voluntarily
27 releases and forever discharges Plaintiffs' Released Parties to the fullest extent permitted by law, of
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1 and from any and all claims, known and unknown, asserted and unasserted, which Ru has or may
2 have against the Plaintiffs' Released Parties as of the date of execution of this Settlement
3 Agreement. Ru is not waiving any rights Ru may have to: (i) Ru's own vested accrued employee
4 benefits under the Defendants' health, welfare or retirement benefits plans, if any, as of the date of
5 execution of this Settlement Agreement; (ii) benefits or rights to seek benefits under applicable
6 workers' compensation (except as to claims under Labor Code §§ 132a and 4553 which are
7 expressly released herein) or unemployment insurance or indemnification statutes; (iii) pursue
8 claims which by law cannot be waived by signing this Settlement Agreement; and (iv) enforce this
9 Settlement Agreement.

10 58. To affect a full and complete general release as described above, Ru expressly
11 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California
12 and does so understanding and acknowledging the significance and consequence of specifically
13 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
14 complete release and discharge of all parties, Ru expressly acknowledges this Settlement
15 Agreement is intended to include in its effect, without limitation, all claims Ru does not know or
16 suspect to exist in Ru' favor at the time of signing this Settlement Agreement, and that this
17 Settlement Agreement contemplates the extinguishment of any such claims. Ru warrants Ru has
18 read this Settlement Agreement, including this waiver of California Civil Code § 1542, and that Ru
19 has consulted with or had the opportunity to consult with counsel of Ru's choosing about this
20 Settlement Agreement and specifically about the waiver of § 1542, and that Ru understands this
21 Settlement Agreement and the § 1542 waiver, and so Ru freely and knowingly enters into this
22 Settlement Agreement. Ru further acknowledges that Ru later may discover facts different from or
23 in addition to those Ru now knows or believes to be true regarding the matters released or described
24 in this Settlement Agreement, and even so Ru agrees that the releases and agreements contained in
25 this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery
26 of any different or additional facts. Ru expressly assume any and all risk of any mistake in
27 connection with the true facts involved in the matters, disputes or controversies released or
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described in this Settlement Agreement or with regard to any facts now unknown to Ru relating thereto.

59. **LWDA Released Claims.** As of the date of the Judgment, the LWDA through Plaintiffs as its proxies, will release claims as to the pay periods worked by each Aggrieved Employee, and without the need for each Aggrieved Employee to manually sign a release document, shall release the Released Parties and the State of California for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Actions or reasonably could have been alleged based on the facts and legal theories contained in the Actions, the De Leon LWDA Exhaustion Letter and/or the Ru LWDA Exhaustion Letter including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, & 1199); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) failure to reimburse or indemnify business expenses (Cal. Lab. Code § 2802); (ix) improper deductions (Cal. Lab. Code §§ 221-223); (x) failure to remit all tips and/or gratuities (Cal. Lab. Code §§ 351 & 353); (xi) failure to pay reporting time wages; (xii) failure to provide suitable seating and resting facilities; (xiii) failure to provide one day's rest in seven; (xiv) failure to properly pay sick pay (Cal. Lab. Code §§ 245-248.5); (xv) failure to provide supplemental paid sick leave; (xvi) refusal to make payments (Cal. Lab. Code § 216); (xvii) failure to pay accrued vacation wages; (xviii) requiring employees enter into unlawful agreements as condition of employment (Cal. Lab. Code § 432.5); (xix) unlawful criminal background checks and credit checks (Cal. Lab. Code §§ 432.7 & 1024.5); (xx) failure to provide notice under the Wage Theft Protection Act (Cal. Lab. Code § 2810.5); (xxi) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims,

1 causes of action or legal theories of relief pleaded in the Actions; (xviii) any claim for costs and
2 attorneys' fees and expenses; and (ixx) any claim arising from the claims described above under
3 applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders
4 (collectively, the "LWDA Released Claims"). LWDA Released Claims for Aggrieved Employees
5 who worked for Defendants in California during the PAGA Period shall have their claims released
6 during the PAGA Period.

7 60. Released Parties include Defendants and its past, present and/or future, direct and/or
8 indirect, officers, directors, members, managers, employees, agents, representatives, attorneys,
9 including but not limited to O'Hagan Meyer, insurers, partners, investors, shareholders,
10 administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors,
11 assigns, and joint venturers.

12 61. The LWDA Released Claims described in Paragraph 59 expressly excludes all
13 claims made by Aggrieved Employees for vested benefits, wrongful termination, unemployment
14 insurance, disability, social security, workers' compensation, claims while classified as exempt, and
15 claims outside of the PAGA Period.

16 62. **PAGA Counsel.** As of the Effective Date, and except as otherwise provided by this
17 Settlement, PAGA Counsel and any counsel associated with PAGA Counsel waive any further
18 claims to costs and attorneys' fees and expenses against Defendants or the Released Parties arising
19 from or related to the Actions, including but not limited to claims based on the Labor Code, the
20 Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions
21 Code, or any other contract, statute or law ("PAGA Counsel Released Claims").

22 63. **No Effect on Other Benefits.** The payment of Aggrieved Employee Payment
23 Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or
24 bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

25 **VI. DUTIES OF THE PARTIES**

26 64. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to
27 accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be
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1 limited to, execution of such other documents and the taking of such other actions as may
2 reasonably be necessary to fulfill the terms of this Settlement unless the Court deny the Settlement
3 with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this
4 Stipulation and any other efforts that may become necessary by court order or otherwise, to
5 effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of
6 this Stipulation, PAGA Counsel, with the cooperation of Defendants and Defense Counsel, shall
7 take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties
8 will work together to make any non-material modifications of the Settlement requested by the Court
9 to obtain approval of the Parties' Settlement.

10 **65. Duty to Support and Defend the Settlement.** The Parties agree to abide by all of
11 the terms of the Settlement in good faith and to support the Settlement fully and to use their best
12 efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

13 **66. Duties Prior to Court Approval.** PAGA Counsel shall promptly submit this
14 Stipulation to the Court for approval and determination by the Court as to its fairness, adequacy,
15 and reasonableness. Promptly upon execution of this Stipulation, PAGA Counsel shall apply to the
16 Court for the entry of an order, scheduling a hearing on the question of whether the proposed PAGA
17 Settlement should be approved as fair, reasonable, and adequate as to the Aggrieved Employees,
18 approving as to form and content the proposed PAGA Settlement Notice attached hereto as Exhibit
19 "A", respectively, and directing the mailing of the PAGA Settlement Notice to the Aggrieved
20 Employees.

21 **67. Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendants
22 deny any liability of any kind associated with the claims alleged in the Lawsuit, deny any liability
23 or intentional wrongdoing, Defendants revised and updated their wage and hour policies and
24 practices, including but not limited to their timekeeping policies and procedures and meal period
25 and rest break policies and procedures.

26 **VII. MISCELLANEOUS TERMS**

27 **68. No Admission of Liability.** Defendants deny that it has engaged in any unlawful
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activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Actions. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendants, an admission by Plaintiffs that any of her claims were non-meritorious, or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiffs and Defendants were willing to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

69. The Parties also agree that this release constitutes a resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5, which reads in part:

“Execution of release of claim or right on account of wages due. No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made, or made as an advance on wages to be earned, unless payment of those wages has been made.”

70. Whether or not the Judgment becomes Final, neither the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this Settlement.

71. Notwithstanding Paragraph 70 of this Settlement, any and all provisions of this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

72. **Non-Disparagement.** Plaintiffs and PAGA Counsel agree not to make any

1 untruthful, malicious, disparaging or defamatory statements, allegations, comments or
2 communications, regardless of form (whether written, oral, electronic, including but not limited to
3 Glassdoor, Yelp, or otherwise), regarding the Released Parties. Plaintiffs and PAGA Counsel
4 further agree not to encourage authorize or permit any such statements, allegations, comments or
5 communications to be made by others on their behalf.

6 **73. Waiver of Reemployment.** Plaintiffs acknowledge, for themselves individually,
7 that they each have no intent to apply for employment and/or re-employment with Defendants.
8 Plaintiffs further acknowledge that Defendants or any related, successor, parent, or subsidiary
9 companies has the right to refuse rehire Plaintiffs for non-discriminatory and non-retaliatory reasons
10 and Plaintiffs acknowledges that Defendants' position is that such legitimate non-discriminatory
11 and non-retaliatory reasons exist.

12 **74. Integrated Agreement.** After this Settlement is signed and delivered by all Parties
13 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
14 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
15 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
16 other than the representations, warranties, covenants, and inducements expressly stated in this
17 Settlement and its exhibits.

18 **75. Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and
19 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate
20 action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
21 terms, and to execute any other documents required to effectuate the terms of this Settlement. The
22 Parties and their counsel will cooperate with each other and use their best efforts to affect the
23 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
24 form or content of any document needed to implement the Settlement, or on any supplemental
25 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
26 seek the assistance of mediator Todd Smith, Esq., and if no resolution is reached the Superior Court,
27 and in all cases all such documents, supplemental provisions and assistance of the court will be
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consistent with this Settlement.

76. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties, their successors-in-interest, and/or the Parties' respective counsel, as authorized.

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

78. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

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

80. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

81. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

82. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

To PAGA Counsel:

Zachary M. Crosner, Esq.
 Jamie Šerb, Esq.
 Brandon Brouillette, Esq.
 CROSNER LEGAL, PC
 9440 Santa Monica Blvd. Suite 301
 Beverly Hills, CA 90210

Joseph Hekmat, Esq.
 HEKMAT LAW GROUP P.C.
 2121 Avenue of the Stars, Ste. 800
 Los Angeles, CA 90067

Ben Rothman, Esq.
LAW OFFICE OF BEN ROTHMAN
2121 Avenue of the Stars, Ste. 800
Los Angeles, CA 90067

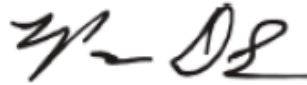
To Defendants' Counsel:

Andrea Rosenkranz, Esq.
Matthew C. Sgnilek, Esq.
O'HAGAN MEYER
4695 MacArthur Court, Suite 900
Newport Beach, CA 92660

83. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be presumptive evidence of execution of the original, which shall be produced on reasonable request. Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

DATED: 03/25/2025

MARLON DE LEON



DATED: Mar 25, 2025

LEE YUN RU

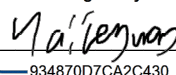


Yun Ru Lee (Mar 25, 2025 11:51 PDT)

DATED: 3/18/2025

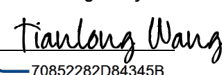
**HAIDILAO HOT POT CENTURY CITY,
INC., ET AL.**

DocuSigned by:



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DocuSigned by:



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1 **APPROVED AS TO FORM:**

2 DATED: 03/25/2025

CROSNER LEGAL, PC

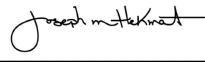
3
4 By: 

5 Zachary M. Crosner, Esq.
6 Jamie Serb, Esq.
7 Brandon Brouillette, Esq.

8 Attorneys for Plaintiffs,
MARLON DE LEON

9 DATED: Mar 25, 2025

HEKMAT LAW GROUP, P.C.
LAW OFFICE OF BEN ROTHMAN

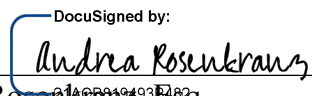
10
11
12 By: 

13 Joseph Hekmat, Esq.
14 Ben Rothman, Esq.

15 Attorneys for Plaintiffs,
LEE YUN RU

16 DATED: 3/3/2025

O'HAGAN MEYER

17
18 By: 

19 Andrea Rosenkranz, Esq.
20 Matthew C. Sgnilek, Esq.

21 Attorneys for Defendant
22 HAIDILAO HOT POT CENTURY CITY, INC.,
23 et al.