

1 PHILLIP AZZARA (SBN 239126)
pazzara@fisherphillips.com
2 ZACHARY A.F. PRINCI (SBN 352172)
zprinci@fisherphillips.com
3 FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
4 Irvine, California 92614
Telephone: (949) 851-2424
5 Facsimile: (949) 851-0152

6 Attorneys for Defendant
RAMEN&DREAMS, INC.

7 [counsel continued on the next page]

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN MATEO
11 UNLIMITED JURISDICTION

12 ADRIAN GUERRA, on behalf of himself and
13 all others similarly situated, and the general
public,

14 Plaintiff,

15 v.

16 RAMEN&DREAMS, INC., a California
corporation; HIRONORI BRISTOL, INC., a
17 California corporation; HIRONORI
HOLDINGS, INC., a California corporation,
18 HIRONORI ORANGE LLC, a California
corporation; HIRONORI SAN DIEGO, a
19 California corporation; HIRONORI
TORRANCE LLC, a California corporation;
20 and DOES 1 through 5-, inclusive,

21 Defendants.

CASE NO.: 23-CIV-04967

*Assigned for all purposes to the
Honorable Jeffrey Finigan, Dept. 24*

**PAGA REPRESENTATIVE ACTION
SETTLEMENT AGREEMENT AND
RELEASE OF PAGA CLAIMS**

Complaint Filed: October 18, 2023
FAC Filed: December 21, 2023
Trial Date: Not Set

1 D.LAW, INC.
2 Emil Davtyan (SBN 299363)
3 emil@d.law
4 David Yeremian (SBN 226337)
5 d.yeremian@d.law
6 David Keledjian (SBN 309135)
7 d.keledjian@d.law
8 David Arakelyan (SBN 337076)
9 d.arakelyan@d.law
10 450 N. Brand Blvd., Suite 840
11 Glendale, CA 91203
12 Telephone: (818) 962-6465
13 Facsimile: (818) 962-6469

14 Attorneys for Plaintiff ADRIAN GUERRA
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 This Private Attorneys General Act of 2004 (“PAGA”) Representative Action
2 Settlement Agreement and Release of PAGA Claims is entered into by and between Plaintiff
3 Adrian Guerra (“Plaintiff”), on behalf of himself, the State of California, and the Aggrieved
4 Employees, on the one hand, and Defendant Ramen&Dreams, Inc. (“Defendant”), on the other
5 hand, subject to the terms and conditions herein and the Court’s approval.

6 **A. Definitions**

7 1. **“Action”** means the case entitled *Adrian Guerra v. Ramen&Dreams, Inc., et al.*
8 County of San Mateo Superior Court Case No. 23-CIV-04967.

9 2. **“Agreement”** shall mean this PAGA Representative Action Settlement
10 Agreement and Release of PAGA Claims.

11 3. **“Aggrieved Employees”** means all current and former nonexempt employees
12 employed by Defendant in California at any time during the PAGA Period.

13 4. **“Aggrieved Employee List”** shall be on a spreadsheet and shall include, for
14 each Aggrieved Employee: full name; most recent mailing address on file with Defendant;
15 phone number; Social Security Number; and number of Eligible Pay Periods during the PAGA
16 Period.

17 5. **“Attorneys’ Costs”** means an award of costs to be paid to Plaintiffs’ Counsel
18 for the costs they have incurred in prosecuting the Action, subject to Court approval.

19 6. **“Attorneys’ Fees”** means an award of attorneys’ fees to be paid to Plaintiffs’
20 Counsel for the services they have rendered and will render to the Aggrieved Employees in the
21 Action, subject to Court approval.

22 7. **“Complaint”** means the operative First Amended Complaint filed in the Action
23 seeking an assessment of PAGA penalties for Defendant’s alleged violations of Labor Code
24 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174,
25 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq., and 2082.

26 8. **“Court”** means the Superior Court of California, County of San Mateo.

27 ///

28 ///

9. **“Defendant”**, when used in the singular, means and refers to Ramen&Dreams, Inc., and “Defendants”, when used in the plural, means and refers to Ramen&Dreams, Inc. and all of the other named Defendants in this Action.

10. **“Defense Counsel”** means Philip J. Azzara of Fisher & Phillips, LLP.

11. **“Effective Date”** means the date the Court enters the Final Order approving the PAGA Settlement.

12. **“Eligible Pay Period”** means any pay period in which an Aggrieved Employee had hours worked for Defendant in California during the PAGA Period. Defendant estimates that there are a total of approximately 4,572 Eligible Pay Periods worked by 244 Aggrieved Employees during the PAGA Period.

13. **“Final Order”** means the order that will be entered by the Court to approve the Settlement.

14. **“Gross Settlement Amount”** means One Hundred and Thirty-Seven Thousand, One Hundred and Sixty Dollars and Zero Cents (\$137,160.00), which is the maximum amount that Defendant will be required to pay upon the Court approving this Settlement and the Effective Date occurring. The Gross Settlement Amount will be used to pay: (a) the PAGA Award to the LWDA and the Aggrieved Employees; (b) the award of Attorneys’ Fees; (c) the award of Attorneys’ Costs to Plaintiff’s Counsel; (d) Plaintiff’s Service Award, in the amount approved by the Court, and (e) Settlement Administration Costs. The Parties agree that the Gross Settlement Amount is inclusive of any possible claim for interest accrued between the Effective Date and Defendant’s funding the Gross Settlement Amount. Defendant shall not be required to pay any additional amounts beyond the Gross Settlement Amount set forth herein, including any claims for interest.

15. **“Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

16. **“LWDA”** means the California Labor Workforce Development Agency.

///

1 17. **“LWDA Settlement Proceeds”** means the seventy-five percent (75%) of the
2 PAGA Award which is payable to the LWDA.

3 18. **“Net Settlement Amount”** means the Gross Settlement Amount, less the
4 following payments in the amounts approved by the Court: PAGA Counsel Fees Payment,
5 PAGA Counsel Litigation Expenses Payment, Plaintiff’s enhancement payment, and the
6 Administration Expenses Payment. The remainder is to be paid as follows: 25% to Aggrieved
7 Employees as Individual PAGA Payments and 75% to the LWDA.

8 19. **“Notice”** means the form of notice that will be sent to each Aggrieved
9 Employee accompanying their Individual PAGA Payments.

10 20. **“PAGA Award”** means the Settlement Amount remaining to distribute to the
11 LWDA and Aggrieved Employees after the following amounts are subtracted from the
12 Settlement Amount: (a) Attorneys’ Fees, (b) Attorneys’ Costs, (c) Plaintiff’s Service Awards,
13 and (d) Settlement Administration Costs.

14 21. **“PAGA Penalties”** means the total amount of net PAGA civil penalties to be
15 paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75%
16 to LWDA in settlement of PAGA claims.

17 22. **“PAGA Period”** means the time period of October 19, 2022, through
18 September 25, 2024.

19 23. **“Parties”** means Plaintiff, the Aggrieved Employees, and Defendant,
20 collectively.

21 24. **“Plaintiff’s Counsel”** means David Yeremian, David Keledjian and David
22 Arakelyan of D.Law, Inc.

23 25. **“Plaintiff’s Enhancement Payment”** means the payment to the Plaintiff for
24 initiating the Action and providing services in support of the Action.

25 26. **“Released PAGA Claims”** means any and all rights and claims for civil
26 penalties that Plaintiff alleged against Defendant, on behalf of Aggrieved Employees and State
27 of California, based on the facts stated in the operative Complaint in the Action and in the
28 LWDA notice letter(s) sent by Plaintiff, including all PAGA claims seeking civil penalties

1 premised upon Defendant's alleged (a) failure to pay minimum wages, (b) failure to pay
2 overtime wages, (c) failure to provide meal periods, (d) failure to provide rest breaks, (e) failure
3 to pay vested vacation, (f) failure to timely pay wages each period, (g) failure to timely pay
4 wages upon separation of employment, (h) failure to provide accurate itemized wage
5 statements, and (i) all other claims for civil penalties recoverable under the Private Attorneys
6 General Act, Labor Code §§ 2698 *et seq.* that were stated in the Complaint and based upon the
7 facts alleged in the Complaint and the notice(s) sent by Plaintiff to the LWDA.

8 27. **"Released Parties"** means Defendant, and its parents, subsidiaries, directors,
9 owners, shareholders, officers, agents, attorneys, servants, joint employers and employees, past
10 and present, and each of them and anyone acting in concert with foregoing.

11 28. **"Service Award"** means the amount approved by the Court to be paid to
12 Plaintiff Adrian Guerra in addition to his Individual PAGA Payment as an Aggrieved
13 Employee.

14 29. **"Settlement"** means the terms and conditions set forth in this Agreement.

15 30. **"Settlement Administration Costs"** means the amount from the Settlement
16 Amount, which shall be allocated to the Settlement Administrator for services rendered in
17 administering the Settlement, not to exceed \$5,000, subject to Court approval.

18 31. **"Settlement Administrator"** means Phoenix Class Action Administration
19 Solutions, the third-party entity selected by the Parties who will administrator the settlement,
20 subject to approval by the Court, in accordance with this Agreement.

21 **B. General Terms**

22 32. On October 18, 2023, Plaintiff gave written notice to the Labor and Workforce
23 Development Agency ("LWDA") and Defendant of alleged violations of Labor Code sections
24 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5,
25 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2082, and/or
26 applicable sections of the California Industrial Welfare Commission Wage Orders for wage-
27 and-hour penalty claims. Plaintiff also filed his class action complaint in San Mateo Superior
28 Court on the same date. The LWDA did not assert jurisdiction over the claims. Thereafter,

1 Plaintiff's First Amended Complaint, containing the PAGA claim, was filed on or about
2 December 21, 2023.

3 33. The Parties mediated the Action on September 25, 2024, with Kevin Barnes,
4 Esq. However, the Action did not settle at mediation. In the months following mediation, the
5 Parties continued to work toward a stipulated resolution of the Action, which eventually
6 resulted in an agreement to settle the PAGA claims in the Action as embodied in this
7 Agreement.

8 34. The Parties agree that neither the Parties' Settlement, this Agreement, nor the
9 acts to be performed or judgment to be entered pursuant to the terms of the Settlement and
10 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of
11 any statute or law or liability on the claims or allegations in the Action.

12 35. Defendant denies all of the allegations in the Action, including all PAGA
13 claims, and denies that it has committed any misconduct, statutory or regulatory violation,
14 wrongdoing, or any other actionable conduct of any kind, and further denies that this Action is
15 appropriate for PAGA representative treatment for any purpose other than settling this Action.
16 Defendant has denied and continues to deny each and every material factual allegation and
17 every alleged claim asserted against it in the Action. Additionally, Defendant maintains that
18 Plaintiff's class action claims are subject to an enforceable arbitration agreement. For the
19 purposes of this settlement, Plaintiff acknowledges that he has entered into an arbitration
20 agreement with Defendant, warranting the dismissal of the class claims alleged in this matter,
21 without prejudice.

22 36. The Parties have conducted a thorough investigation into the facts of the PAGA
23 Action. This included conducting extensive informal discovery and exchanging information
24 and documents relating to the Released PAGA Claims. Based on the foregoing data and on
25 their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that
26 the settlement with Defendant for the consideration and on the terms set forth in this
27 Agreement is fair, reasonable, and adequate, and is in the best interest of the LWDA and
28 Aggrieved Employees in light of all known facts and circumstances, including the risk of

1 significant delay, uncertainty associated with litigation, various defenses asserted by
2 Defendant, and numerous potential appellate issues. Defendant and Defense Counsel also
3 agree that the settlement is fair and in the best interest of the LWDA and Aggrieved
4 Employees. The Parties desire to completely dispose of the Action by this Agreement. The
5 Parties further acknowledge that they are each represented by competent counsel and that they
6 have had an opportunity to consult with their counsel regarding the fairness and reasonableness
7 of this settlement.

8 37. Under California Law, the State may assess and collect civil penalties from
9 employers for violations of certain provisions of the Labor Code. (See Cal. Lab. Code §§ 2699
10 *et seq.*) Under PAGA, however, if an “aggrieved employee” “give[s] written notice by
11 certified mail to the [State] and the employer of the specific provision of the [Labor Code]
12 alleged to have been violated,” and the State thereafter decides not to investigate, as was the
13 case here, or does investigate and determines that a citation against the employer should not
14 issue, the employee may, “as an alternative” to enforcement by the State, act as a proxy or
15 agent of the state’s labor law enforcement agencies and bring a civil action under PAGA to
16 recover civil penalties “on behalf of himself or herself and other current or former employees.”
17 *Id.* “[C]ivil penalties recovered by aggrieved employees shall be distributed as follows: 75
18 percent to the state and 25 percent to the aggrieved employees.” *Id.*

19 38. California Labor Code § 2699(1)(2) provides that “The superior court shall
20 review and approve any settlement of any civil action filed pursuant to this part.”

21 39. In consideration of the promises and agreements contained herein, the Parties
22 agree and covenant as follows.

23 **C. Terms of Settlement**

24 40. Subject to the Court’s approval of the Settlement pursuant to Labor Code §
25 2699(1)(2), which counsel and the Parties agree to recommend in good faith to the Court, the
26 Parties agree to the following binding settlement and disposal of the entire Action in exchange
27 for Defendant’s agreement to pay the Settlement Amount.

28 ///

1 41. The financial terms of the Settlement are as follows:

2 (a) Gross Settlement Amount: The Parties agree to settle this Action for the
3 Gross Settlement Amount, which is the maximum amount that will be paid by Defendant and
4 includes the Court-awarded Attorneys' Fees, Attorneys' Costs, Plaintiff's Service Award, and
5 the remainder forming the PAGA Award.

6 (b) Attorneys' Fees and Attorneys' Costs: The Parties agree that, subject to
7 the Court's review and approval, Plaintiff's Counsel will be paid Attorneys' Fees of one-third
8 of the Settlement Amount (\$45,720.00), plus actual Attorney's Costs not to exceed \$20,000
9 from the Settlement Amount. Any portion of the Attorneys' Fees or Attorneys' Costs not
10 awarded to Plaintiff's Counsel will be reallocated to the PAGA Award. Defendant agrees not to
11 oppose any request by Plaintiff's counsel for attorneys' fees under the common fund doctrine
12 and/or lodestar multiplier method. The Settlement Administrator will report these payments on
13 an IRS Form 1099 issued to Plaintiff's Counsel.

14 (c) Settlement Administration Costs: The costs associated with settlement
15 administration (e.g. NCOA searches, preparing and mailing payments/notices to LWDA and
16 Aggrieved Employees, tax documentation, etc.) shall be paid from the Settlement Amount and
17 shall not exceed \$5,000. Any Settlement Administration Costs not awarded by the Court will
18 be added back to the Net Settlement Amount and reallocated to the PAGA Award.

19 (d) Service Awards/Plaintiff's Enhancement Award: The amount, if any,
20 awarded to Plaintiff as a Service Award will be set by the Court in its discretion, not to exceed
21 \$5,000.00, in exchange for the services that Plaintiff performed on behalf of the Aggrieved
22 Employees and State of California. Defendant agrees not to oppose this request. The Service
23 Awards to Plaintiff will be paid out of the Settlement Amount. Plaintiff will be issued an IRS
24 Form 1099 in connection with this payment. Plaintiff shall be solely and legally responsible to
25 pay all applicable taxes on this payment. The Parties agree that any amount awarded as the
26 Service Award to Plaintiff less than the requested amount shall not be a basis for Plaintiff's
27 Counsel to void this Agreement. Should the Court approve a lesser amount for the Service
28 Award, the difference shall be added to the PAGA Award. Plaintiff's Enhancement Payment

1 will be in addition to any Individual PAGA Payment to the named Plaintiff is entitled to
2 receive.

3 (e) PAGA Award: After deducting the amounts specified in items (b)-(d)
4 from the Settlement Amount, the balance remaining will form the PAGA Award that will be
5 paid to the Aggrieved Employees and the LWDA in full satisfaction of all Released PAGA
6 Claims. Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Award will be paid to
7 the LWDA. The remaining Twenty-Five Percent (25%) will be paid to all Aggrieved
8 Employees on a pro-rata basis according to the following formula:

9 i. The Settlement Administrator will divide the amount payable to
10 all Aggrieved Employees (*i.e.*, 25% of the PAGA Award) by the total number of Eligible Pay
11 Periods worked by all Aggrieved Employees during the PAGA Period, as calculated from the
12 Aggrieved Employee List, to determine the "Eligible Pay Period Value."

13 ii. Each Aggrieved Employee's Individual PAGA Payment will then
14 be determined by multiplying the Eligible Pay Periods by the Eligible Pay Period Value.

15 (f) Taxes and Reporting: Each Aggrieved Employee's Individual PAGA
16 Payment shall be treated as penalties (*i.e.*, non-wage income) for all purposes and reported by
17 the Settlement Administrator on IRS Form 1099 to the respective Aggrieved Employee and
18 applicable governmental authorities. No portion of the Individual PAGA Payments shall be
19 construed as wages. Nothing in this Agreement is intended to constitute legal advice regarding
20 federal, state and/or local tax obligations or legal requirements for attribution of settlement
21 proceeds. The Aggrieved Employees will be solely responsible for correctly characterizing any
22 compensation received under the settlement on his/her personal income tax returns for tax
23 purposes, and paying all appropriate taxes due for any and all amounts paid to them under the
24 settlement. Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel make no
25 representations or warranties with respect to tax consequences of any payment under this
26 Agreement and do not intend anything contained in this Agreement to constitute advice
27 regarding taxes or taxability (nor shall anything in this Agreement be relied upon as such). To
28 the extent that this Agreement or any of its attachments is interpreted to contain or constitute

1 advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be
2 used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal
3 Revenue Code. Defendant, Defense Counsel, Plaintiff, and Plaintiffs' Counsel are not
4 responsible for any employee tax obligations arising out of the Aggrieved Employee's
5 Individual PAGA Payments.

6 (g) The Parties agree that the settlement is fair and reasonable and will so
7 represent to the Court. The Parties agree that should the Court deny approval of the settlement
8 based on the allocation of the Settlement Amount or the PAGA Award, the Parties agree to re-
9 negotiate the allocation of funds in good faith in an effort to obtain approval of the settlement.

10 42. The settlement is subject to an escalation clause. Based on its records, Defendant
11 estimates that, as of the date of this Settlement Agreement, there are 244 Aggrieved Employees
12 who worked 4,572 Pay Periods during the PAGA Period. If the actual number of Pay Periods is
13 more than 10.0% greater than the estimated amount of 4,572 (i.e., 5,029 or more), then the
14 GSA shall be increased in proportion to the increase in Pay Periods above 10%.

15 **D. Settlement Approval and Implemental Procedures**

16 43. Plaintiff's Counsel shall prepare a motion for approval of the settlement
17 pursuant to California Labor Code § 2699(1)(2), advocating that the Settlement is fair, adequate,
18 and reasonable, and Plaintiff's Counsel shall send a draft of the motion and all supporting
19 papers to Defense Counsel for review and comment. Plaintiff will then move the Court for
20 approval of the Settlement and this Agreement, including the allocation of the PAGA Award,
21 Plaintiff's Counsel's Attorneys' Fees and Costs, Plaintiff's Service Award, and Settlement
22 Administration Costs, which Defendant will not oppose. Plaintiff's Counsel will serve the
23 Motion on Defense Counsel via email and submit it to the LWDA though the online filing
24 system. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall
25 undertake all required submissions and disclosures to the LWDA and the Court to obtain
26 approval of the settlement.

27 ///

28 ///

1 44. The Parties have agreed to the appointment of the Settlement Administrator to
2 perform the duties of a settlement administrator, including mailing the Notice, using standard
3 devices to obtain forwarding addresses, resolving any disputes regarding the calculation or
4 application of the formula for determining the Individual PAGA Payments, drafting and
5 mailing the settlement checks to Aggrieved Employees, issuing 1099 forms, and performing
6 such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.
7 Any disputes relating to administration of the settlement by the Settlement Administrator shall
8 be referred to the Court, if necessary, which will have continuing jurisdiction over the terms
9 and conditions of this Agreement, until all payments and obligations contemplated by this
10 Agreement have been fully carried out. Prior to presenting any issue to the Court, counsel for
11 the Parties will confer in good faith to resolve the dispute without the necessity of Court
12 intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiff,
13 Aggrieved Employees, and Plaintiff's Counsel, any IRS form 1099, or other tax forms as may
14 be required by law, for all amounts paid pursuant to this Agreement. The Settlement
15 Administrator shall also be responsible for setting up all necessary tax accounts and forwarding
16 all payments to the appropriate government authorities. The Administrator shall establish a
17 settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US
18 Treasury Regulation section 468B-1.

19 45. Upon the Court's entry of the Final Order, the Settlement Administrator will
20 perform all settlement administration duties, including (i) performing a National Change of
21 Address ("NCOA") search on all Aggrieved Employees to update the addresses of the
22 Aggrieved Employees, (ii) issuing the Notice and payments to Plaintiff and the Aggrieved
23 Employees, (iii) issuing any required IRS forms, (iv) issuing payment to the LWDA and
24 Plaintiff's Counsel, and (v) handling uncashed checks and preparing declaration(s) for the
25 Court regarding the disbursements.

26 46. Within ten (10) calendar days after the Effective Date, the Settlement
27 Administrator shall send Defense Counsel electronic wiring instructions to fund the Settlement
28 Amount.

47. Aggrieved Employee List and Data: Within ten (10) calendar days after the Effective Date, Defendant will send to the Settlement Administrator the Aggrieved Employees List. This information shall be treated as and remain confidential and shall be used solely by the Settlement Administrator to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

48. Funding of the Settlement Amount: Defendant shall fund the Settlement Amount by no later than fifteen (15) calendar days after the Effective Date.

49. Disbursement of the Settlement Amount: No later than ten (10) calendar days after receipt of the Settlement Amount by Defendant, the Settlement Administrator shall mail or wire the Court-approved amounts to the Aggrieved Employees, LWDA, Plaintiff, and Plaintiff's Counsel, and will pay itself for the Settlement Administration Costs.

50. Aggrieved Employee Check Cashing Deadline: Aggrieved Employees shall have 180 calendar days after mailing to cash their settlement checks. If any Aggrieved Employee's check is not cashed within that period, the check will be voided, and a stop-payment will be issued. The release nevertheless will be binding regardless of whether an Aggrieved Employee cashes his or her check within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Plaintiff's Counsel of the results. If a new address is located by these means, the Settlement Administrator will have ten (10) business days to issue the check. Any funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the California State Controller's Office in the name of the Aggrieved Employee. Neither Defendant, Defense Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks, or failure to timely cash a settlement check within the 180-day period.

1 51. The Settlement Administrator will provide the Parties with a declaration
2 confirming that distribution of payments has been completed in accordance with the Agreement
3 and the Court's Final Order, within ten (10) business days of distributing all payments under
4 the Settlement. Plaintiff's Counsel will file the declaration with the Court and any required
5 papers (*i.e.*, amended Final Order and/or Judgment) or as otherwise ordered by the Court.

6 52. This Agreement is expressly conditioned upon the Court entering the Final
7 Order, thereby disposing of the Action in its entirety. The Final Order and entry of judgment of
8 dismissal will not release or bar any claims other than the Released PAGA Claims as to the
9 Aggrieved Employees (except for Plaintiff), the LWDA, and the State of California.

10 **E. PAGA Release by Plaintiff, the State of California, and Aggrieved Employees**

11 53. Upon the Effective Date occurring and Defendant's funding of the Settlement
12 Amount, Plaintiff, standing in the shoes of the Labor Commissioner/LWDA, the State of
13 California, and the Aggrieved Employees, will forever completely release and discharge the
14 Released Parties from the Released PAGA Claims. The time period governing the Released
15 PAGA Claims shall be the PAGA Period.

16 54. The Proposed Order and Judgment in connection with this Settlement will seek
17 dismissal of Defendants Hironori Bristol, Inc., Hironori Holdings, Inc., Hironori Orange LLC,
18 Hironori San Diego, and Hironori Torrance LLC from the Action, without prejudice.

19 55. It is the intent of the Parties that the Final Order entered by the Court shall have
20 full equitable and collateral estoppel and *res judicata* effect to the fullest extent permitted by
21 law. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a
22 representative action brought by an aggrieved employee under the Labor Code Private
23 Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also
24 on government agencies and any aggrieved employee not a party to the proceeding," which the
25 Final Order shall so reflect. Thus, in accordance with *Arias*, the Final Order shall be binding
26 on Plaintiff and the Aggrieved Employees as to the Released PAGA Claims, including the
27 PAGA Claims.

28 ///

1 **F. Plaintiff's Release of All Claims**

2 56. Plaintiff, on behalf of himself and his dependents, heirs and assigns,
3 beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators,
4 guardians, personal representatives, and successors-in-interest, shall and does hereby forever
5 release, discharge and agree to hold harmless Defendants and the Released Parties from any
6 and all charges, complaints, claims, liabilities, obligations, promises, agreements,
7 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts
8 and expenses (including attorney fees and costs), known or unknown, at law or in equity,
9 arising out of or in any way connected with his employment with Defendants and the
10 termination thereof, including the Released PAGA Claims, claims that were asserted or could
11 have been asserted in the Action or Complaint (or a separate action or complaint), and any and
12 all transactions, occurrences, or matters between the Parties occurring prior to the date this
13 Agreement is fully executed. Without limiting the generality of the foregoing, this release shall
14 include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act;
15 (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. §
16 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the
17 Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the
18 Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the
19 Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair
20 Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code;
21 (p) the California Government Code; (q) the California Civil Code; and (r) any and all other
22 federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all
23 claims based on constitutional, statutory, common law, or regulatory grounds as well as any
24 other claims based on theories of wrongful or constructive discharge, breach of contract or
25 implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of
26 emotional distress, negligent infliction of emotional distress, or damages under any other
27 federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any
28 and all relief, no matter how denominated, including, but not limited to, back pay, front pay,

vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiff hereby forever releases, discharges and agrees to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Agreement.

Plaintiff specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

This Release also does not extend to any worker’s compensation claims, or related relief, that Plaintiff may have against Defendants and any of its related entities, including any claims alleged by the Plaintiff in the Workers’ Compensation Appeals Board Case Numbers ADJ18360091 and ADJ18360095.

57. Plaintiff, being aware of California Civil Code section 1542, hereby expressly waives and relinquish all rights and benefits he may have under California Civil Code section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiff may hereafter discover facts in addition to or different from those which they now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agrees that, upon his execution of this Agreement, Plaintiff hereby fully, finally, and forever settles and releases any and all claims against Defendants and the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

///

///

///

1 **G. Additional Settlement Terms and Conditions**

2 58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
3 believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have
4 arrived at this Settlement after extensive trial preparation and arm's-length negotiations by
5 experienced counsel.

6 59. Denial of Liability. The Parties expressly recognize that the making of this
7 Agreement does not in any way constitute an admission or concession of liability, culpability,
8 negligence or wrongdoing on the part of Defendant or any of the other Released Parties. The
9 Parties hereto have entered into this Settlement with the intention of avoiding further disputes
10 and litigation with the attendant risk, inconvenience and expenses. Nothing in this Settlement,
11 nor any action taken in implementation thereof, nor any statements, discussions or
12 communications, nor any materials prepared, exchanged, issued or used during the course of
13 this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced,
14 be used or be admissible in any way in any other judicial, arbitral, administrative, investigative
15 or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
16 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in
17 equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court
18 proceeding that has as its purpose the interpretation, implementation, or enforcement of the
19 Settlement or any orders or judgments of the Court entered into in connection therewith.

20 60. No Credit Toward Benefit Plans. Payments to Aggrieved Employees will not be
21 utilized to calculate any additional benefits under any benefit plans to which any Aggrieved
22 Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
23 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other
24 benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights,
25 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit
26 plans.

27 61. No Prior Assignments. The Parties and their counsel represent, covenant, and
28 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

1 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
2 demand, action, cause of action or right herein released and discharged.

3 62. Nullification of Settlement Agreement. In the event that: (i) the Court does not
4 approve the Settlement as provided herein or as may be amended by the Parties by mutual
5 agreement, in the event that the Court does not approve it; or (ii) the Settlement does not
6 become final for any other reason, then this Agreement, and any documents generated to bring
7 it into effect, will be null and void, and the Parties will be returned to their original respective
8 positions.

9 63. Judgment/Dismissal and Continued Jurisdiction. The Parties agree that after
10 entry of the Final Order, the Court shall retain jurisdiction over the Parties, the Action, and the
11 Settlement, pursuant to CCP Section 664.6 and as otherwise allowed by law, to ensure the continuing
12 implementation of the provisions of this settlement, including (i) the interpretation and enforcement
13 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-
14 approval matters as may be appropriate under court rules or as set forth in this Settlement.

15 64. Entire Agreement. This Agreement constitutes the entirety of the Parties'
16 settlement terms of the claims released herein. All prior or contemporaneous agreements,
17 understandings, representations and statements, whether oral or written and whether by a Party
18 of such Party's legal counsel, are merged herein.

19 65. Amendment or Modification. This Agreement may be amended or modified
20 only by a written instrument, signed by either the Parties or their successors-in-interest or
21 counsel for all Parties.

22 66. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms and to execute any other documents required
26 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with
27 each other and use their best efforts to effect the implementation of the Settlement. If the
28 Parties are unable to reach agreement on the form or content of any document needed to

1 implement the Settlement, or on any supplemental provisions that may become necessary to
2 effectuate the terms of this Settlement, the Parties may seek the assistance of the mediator,
3 Kevin Barnes, and/or the Court to resolve such disagreement.

4 67. Binding on Successors and Assigns. This Agreement will be binding upon, and
5 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

6 68. California Law Governs. All terms of this Agreement will be governed by and
7 interpreted according to the laws of the State of California, regardless of its conflict of laws.

8 69. Execution and Counterparts. This Agreement is subject only to the execution of
9 all Parties. However, the Agreement may be executed in one or more counterparts. All
10 executed counterparts and each of them, including facsimile and scanned copies of the
11 signature page, will be deemed to be one and the same instrument. Electronic signatures shall
12 have the same force and effect as an original.

13 70. Invalidity of Any Provision. Before declaring any provision of this Agreement
14 invalid, the Court will first attempt to construe the provision as valid to the fullest extent
15 possible consistent with applicable precedents so as to define all provisions of this Agreement
16 valid and enforceable, and consistent with the intent of this Agreement based on the language
17 and terms used herein.

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

21 72. Waiver. No waiver of any condition or covenant contained in this Agreement or
22 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
23 constitute a further waiver by such Party of the same or any other condition, covenant, right or
24 remedy.

25 73. Enforcement Action. In the event that one or more of the Parties institutes any
26 legal action or other proceeding against any other Party or Parties to enforce the provisions of
27 this Agreement or to declare rights and/or obligations under this Settlement, the successful
28 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable

attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

74. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one Party 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 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

75. Representation By Counsel. The Parties acknowledge that they have been represented by competent counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

76. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

To Plaintiff:

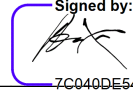
David Yeremian
d.yeremian@d.law
 David Keledjian
d.keledjian@d.law
 David Arakelyan
d.arakelyan@d.law
 D.LAW, INC.
 450 N. Brand Blvd. Ste. 840
 Glendale, CA 91203

///

To Defendant:

PHILLIP AZZARA (SBN 239126)
pazzara@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Dated: May 08, 2025

Signed by:

7C040DE54C0C418

Adrian Guerra, Plaintiff, on Behalf of Himself,
Aggrieved Employees, and the State of California

Dated: May _____, 2025

Ramen&Dreams, Inc., Defendant

By: _____

Its: _____

APPROVED AS TO FORM BY COUNSEL

Dated: May 08, 2025


David Arakelyan, D.Law, Inc.
Counsel for Plaintiff, Aggrieved Employees, and
the State of California

Dated: May _____, 2025

Philip J. Azzara, Fisher & Phillips, LLP
Counsel for Defendants

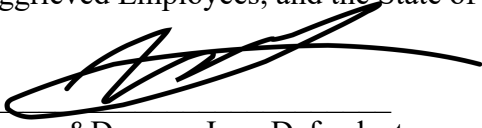
To Defendant:

PHILLIP AZZARA (SBN 239126)
pazzara@fisherphillips.com
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Dated: May ____, 2025

Adrian Guerra, Plaintiff, on Behalf of Himself,
Aggrieved Employees, and the State of California

Dated: May 13, 2025

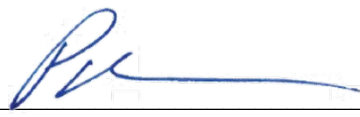

Ramen&Dreams, Inc., Defendant
By: Hiromichi Igarashi
Its: Secretary

APPROVED AS TO FORM BY COUNSEL

Dated: May ____, 2025

David Arakelyan, D.Law, Inc.
Counsel for Plaintiff, Aggrieved Employees, and
the State of California

Dated: May 14, 2025


Philip J. Azzara, Fisher & Phillips, LLP
Counsel for Defendants