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and on behalf of all other aggrieved employees

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COMMUNITY RESTAURANTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ROSARIO LOPEZ, as an aggrieved
employee, and on behalf of all other
aggrieved employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff,

v.

COMMUNITY RESTAURANTS, INC., a
California corporation; GRANVILLE
GLENDALE, INC., a California corporation;
GRANVILLE RESTAURANT PARTNERS,
LLC, a California limited liability company;
GRANVILLE RESTAURANT PARTNERS
2, LLC, a California limited liability
company; GRANVILLE PASADENA, LLC,
a California limited liability company;
GRANVILLE MANAGEMENT GROUP,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

CASE NO: 24STCV09221

[Assigned to the Hon. Daniel Murphy, in
Dept. 32]

PAGA SETTLEMENT AGREEMENT

1 This PAGA Settlement Agreement (“Settlement,” “Agreement” or “Settlement
2 Agreement”) is made by and between plaintiff Rosario Lopez (“Plaintiff”), individually and on
3 behalf of the Aggrieved Employees; and defendants Community Restaurants, Inc., Granville
4 Glendale, Inc., Granville Restaurant Partners, LLC, Granville Restaurant Partners 2, LLC,
5 Granville Pasadena, LLC, Granville Management Group, Inc., (collectively, “Defendants”). The
6 Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

7 **1. DEFINITIONS**

8 **1.1. “Action”** means Plaintiff’s PAGA lawsuit alleging wage and hour violations
9 against Defendants captioned *Lopez v. Community, Inc.*, Case No. 24STCV09221 in the Superior
10 Court of the State of California, County of Los Angeles.

11 **1.2. “Administrator”** means Apex Class Action LLC (“Apex”), the neutral entity
12 the Parties have agreed to appoint to administer the Settlement.

13 **1.3. “Administration Expenses Payment”** means the amount the Administrator will
14 be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
15 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
16 with approval of this Settlement.

17 **1.4. “Aggrieved Employee”** means a person employed by Defendants in California
18 and classified as a non-exempt, hourly-paid employee who worked for Defendants during the
19 PAGA Period.

20 **1.5. “Aggrieved Employee Data”** means Aggrieved Employee identifying
21 information in Defendants’ possession including the Aggrieved Employee’s name, last-known
22 mailing address, Social Security Number, and the dates of employment (i.e., hire dates, and, if
23 applicable, re-hire date(s) and/or separation date(s).

1 **1.6. “Aggrieved Employee Address Search”** means the Administrator’s
 2 investigation and search for current Aggrieved Employees’ mailing addresses using all
 3 reasonably available sources, methods and means, including, but not limited to, the National
 4 Change of Address database, skip traces and direct contact by the Administrator with Aggrieved
 5 Employees.

6 **1.7. “Court”** means the Superior Court of California, County of San Diego.

7 **1.8. “Defense Counsel”** means Janet S. Soultanian of Ballard Rosenberg Golper &
 8 Savitt, LLP.

9 **1.9. “Effective Date”** means the date by when both of the following have occurred:
 10 (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the
 11 Judgment is final. The Judgment is final on the day the Court enters Judgment.

12 **1.10. “Gross Settlement Amount”** means Three Hundred and Forty Thousand Dollars
 13 (\$340,000.00), which is the total amount Defendants agree to pay under the settlement except as
 14 provided in Paragraph 8.1 below. The Gross Settlement Amount will be used to pay Individual
 15 PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
 16 Litigation Expenses Payment, and the Administrator’s Expenses Payment.

17 **1.11. “Individual PAGA Payment”** means the Aggrieved Employee’s pro rata share
 18 of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
 19 Employee worked during the PAGA Period.

20 **1.12. “Judgment”** means the judgment entered by the Court based upon the Final
 21 Approval.

22 **1.13. “LWDA”** means the California Labor and Workforce Development Agency, the
 23 agency entitled, under Labor Code section 2699, subd. (i).

24 **1.14. “LWDA PAGA Payment”** means the 75% of the PAGA Penalties paid to the
 25 LWDA under Labor Code section 2699, subd. (i).

1 **1.15. “Net Settlement Amount”** means the Gross Settlement Amount, less the
2 following payments in the amounts approved by the Court: Individual PAGA Payments, the
3 LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
4 Payment, PAGA Representative Service Payment, and the Administration Expenses Payment.
5 The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

6 **1.16. “PAGA Counsel”** means David D. Bibiyan, and Vedang J. Patel of Bibiyan Law
7 Group, P.C. The term “PAGA Counsel” shall be used synonymously with the term “Plaintiff’s
8 Counsel.”

9 **1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses**
10 **Payment”** mean the amounts allocated to PAGA Counsel for reimbursement of reasonable
11 attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

12 **1.18. “PAGA Pay Period” or “Pay Period”** means any Pay Period during which an
13 Aggrieved Employee worked for Defendants during the PAGA Period, based on hire dates,
14 termination dates (if applicable) and re-hire dates (if applicable) and/or time and pay records.

15 **1.19. “PAGA Period”** means the period from February 7, 2023 to the Approval Order.

16 **1.20. “PAGA”** means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

17 **1.21. “PAGA Notice”** means Plaintiff’s letter to Defendants and the LWDA providing
18 notice pursuant to Labor Code section 2699.3, subd. (a).

19 **1.22. “PAGA Penalties”** means the total amount of PAGA civil penalties to be paid
20 from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to
21 LWDA in settlement of PAGA claims.

22 **1.23. “PAGA Representative”** means Plaintiff, the named plaintiff in the Action.

23 **1.24. “Plaintiff”** means Rozario Lopez, the named plaintiff in the Action.

24 **1.25. “Approval Order”** means the proposed Court Order Granting Approval of
25 PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph (5) below.

1.27. “Released Parties” means the Defendants, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.29. “Defendants” mean the named Defendants, Community Restaurants, Inc., Granville Glendale, Inc., Granville Restaurant Partners, LLC, Granville Restaurant Partners 2, LLC, Granville Pasadena, LLC, Granville Management Group, Inc..

2. RECITALS

2.1. On February 7, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (“PAGA Notice”).

2.2. On April 12, 2024, Plaintiff commenced this Action against Defendants by filing a Complaint asserting claims for penalties under PAGA arising for alleged violations of the California Labor Code. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

2.3. On January 9, 2025, the parties participated in an all-day mediation on a PAGA-only basis presided over by Chris Barnes, which was successful and lead to the present settlement of this case on a PAGA basis only.

1 **2.4.** Prior to mediation, Defendants informally produced through informal discovery:
2 (1) a sampling of time and pay records during the PAGA period; (2) the data points of number
3 of Aggrieved Employees; number of pay periods, number of current employees, and number of
4 former employees; (3) employee handbooks and applicable policies in effect during the PAGA
5 Period; and (4) all documents pertaining to Plaintiff. Based on these records and in consultation
6 with expert consultants, Plaintiff's counsel was able to extrapolate all pertinent data through the
7 mediation, including number of shifts worked, the number of alleged meal period violations, the
8 number of Aggrieved Employees eligible for wage statement penalties and waiting time
9 penalties, among others.

10 **2.5.** The Parties, PAGA Counsel and Defense Counsel represent that they are not
11 aware of any other pending matter or action asserting claims that will be extinguished or affected
12 by the Settlement. On February 7, 2024, Lopez also filed a Class Action Complaint against
13 Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure
14 to provide meal periods; (4) failure to provide rest periods; (5) waiting time penalties; (6) wage
15 statement violations; (7) failure to timely pay wages; (8) failure to indemnify; and (9) unfair
16 competition. This case was assigned to Honorable Kenneth R. Freeman of Department 14 of the
17 Los Angeles Superior Court. Pursuant to the Joint Stipulation to Dismiss Class Claims Without
18 Prejudice and a declaration submitted by Plaintiff's Counsel, based on the arbitration agreement
19 signed by Lopez with a class action waiver, on July 8, 2024, the Court dismissed the Class Action
20 Complaint without prejudice.

21 **3. MONETARY TERMS**

22 **3.1. Gross Settlement Amount.** Except as otherwise provided by Paragraph 8.1
23 below, Defendants promise to pay \$340,000.00 and no more as the Gross Settlement Amount.
24 Defendants has no obligation to pay the Gross Settlement Amount prior to the deadline stated in
25 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement

1 Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of
2 payment. None of the Gross Settlement Amount will revert to Defendants.

3 **3.2. Payments from the Gross Settlement Amount.** The Administrator will make
4 and deduct the following payments from the Gross Settlement Amount, in the amounts specified
5 by the Court in the Final Approval:

6 **3.2.1 To PAGA Counsel:** A PAGA Counsel Fees Payment of not more than
7 35% which is currently estimated to be \$119,000 and PAGA Counsel
8 Litigation Expenses Payment of not more than \$30,000.00. Defendants
9 will not oppose requests for Court approval of these payments provided
10 that they do not exceed these amounts unless, in the event of a material
11 breach of this Agreement by Defendants, Plaintiff is required to move the
12 Court for enforcement of this Agreement. Plaintiff and/or PAGA Counsel
13 will file an application or motion for PAGA Counsel Fees Payment and
14 PAGA Litigation Expenses Payment. If the Court approves a PAGA
15 Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
16 Payment less than the amounts requested, the Administrator will allocate
17 the remainder to the Net Settlement Amount. Released Parties shall have
18 no liability to PAGA Counsel or any other Plaintiff's Counsel arising from
19 any claim to any portion any PAGA Counsel Fees Payment and/or PAGA
20 Counsel Litigation Expenses Payment. There will be no additional charge
21 of any kind to either the Aggrieved Employees or request for additional
22 consideration from Defendants for such work unless, Defendants
23 materially breaches this Agreement, including any term regarding funding,
24 and further efforts are necessary from PAGA Counsel to remedy said
25 breach, including, without limitation, moving the Court to enforce the

1 Agreement. The Administrator will pay the PAGA Counsel Fees Payment
2 and PAGA Counsel Litigation Expenses Payment using one or more IRS
3 1099 Forms. PAGA Counsel assumes full responsibility and liability for
4 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
5 Litigation Expenses Payment and holds Defendants harmless, and
6 indemnifies Defendants, from any dispute or controversy regarding any
7 division or sharing of any of these Payments.

8 **3.2.2 To the Administrator:** An Administrator Expenses Payment not to
9 exceed \$6,990.00 except for a showing of good cause and as approved by
10 the Court. To the extent the Administration Expenses are less or the Court
11 approves payment less than \$6,990.00 the Administrator will retain the
12 remainder in the Net Settlement Amount.

13 **3.2.3 To the LWDA and Aggrieved Employees:** PAGA Penalties in the
14 amount of \$184,010 to be paid from the Gross Settlement Amount, with
15 75% (\$138,007.50) allocated to the LWDA PAGA Payment and 25%
16 (\$46,002.5) allocated to the Individual PAGA Payments.

17 **3.2.3.1** The Administrator will calculate each Individual PAGA Payment
18 by (a) dividing the amount of the Aggrieved Employees' 25% share
19 of PAGA Penalties (\$46,002.50) by the total number of PAGA
20 Period Pay Periods worked by all Aggrieved Employees during the
21 PAGA Period and (b) multiplying the result by each Aggrieved
22 Employee's PAGA Period Pay Periods. Aggrieved Employees
23 assume full responsibility and liability for any taxes owed on their
24 Individual PAGA Payment.

1 **3.2.3.2** If the Court approves PAGA Penalties of less than the amount
2 requested, the Administrator will allocate the remainder to the Net
3 Settlement Amount. The Administrator will report the Individual
4 PAGA Payments on IRS 1099 Forms.

5 **4. SETTLEMENT FUNDING PAYMENTS**

6 **4.1. Aggrieved Employee Pay Periods.** Based on a review of its records to date,
7 Defendants estimate there are 519 Aggrieved Employees who worked a total of 12,926 PAGA
8 Pay Periods.

9 **4.2. Aggrieved Employee Data.** Within 7 days of the Court granting approval of this
10 Settlement, Defendants will simultaneously deliver the Aggrieved Employee Data to the
11 Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees'
12 privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use
13 the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and
14 restrict access to the Aggrieved Employee Data to Administrator employees who need access to
15 the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a
16 continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved
17 Employee Data omitted employee identifying information and to provide corrected or updated
18 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
19 by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties
20 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
21 resolve any issues related to missing or omitted Aggrieved Employee Data.

22 **4.3. Funding of Gross Settlement Amount.** Defendants shall fully fund the Gross
23 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
24 Effective Date.

1 **4.4. Payments from the Gross Settlement Amount.** Within 7 days after Defendants
2 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
3 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
4 Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses
5 Payment and PAGA Representative Service Payment shall not precede disbursement of
6 Individual PAGA Payments.

7 **4.4.1.** The Administrator will issue checks for the Individual PAGA Payments
8 and send them to the Aggrieved Employees via First Class U.S. Mail,
9 postage prepaid. The face of each check shall prominently state the date
10 (not less than 180 days after the date of mailing) when the check will be
11 voided. The Administrator will cancel all checks not cashed by the void
12 date. Before mailing any checks, the Settlement Administrator must update
13 the recipients' mailing addresses using the National Change of Address
14 Database.

15 **4.4.2.** The Administrator must conduct an Aggrieved Employee Address Search
16 for all Aggrieved Employees whose checks are returned undelivered
17 without USPS forwarding address. Within 3 days of receiving a returned
18 check, the Administrator must re-mail checks to the USPS forwarding
19 address provided or to an address ascertained through the Aggrieved
20 Employee Address Search. The Administrator need not take further steps
21 to deliver checks to Aggrieved Employees whose re-mailed checks are
22 returned as undelivered. The Administrator shall promptly send a
23 replacement check to any Aggrieved Employee whose original check was
24 lost or misplaced, requested by the Aggrieved Employee prior to the void
25 date.

1 **4.4.3.** For any Aggrieved Employee whose Individual PAGA Payment check is
2 uncashed and cancelled after the void date, the Administrator shall
3 transmit the funds represented by such checks to the California Controller's
4 Unclaimed Property Fund in the name of the Aggrieved Employee.

5 **4.4.4.** The payment of Individual PAGA Payments shall not obligate Defendants
6 to confer any additional benefits or make any additional payments to the
7 Aggrieved Employees (such as 401(k) contributions or bonuses) beyond
8 those specified in this Agreement.

9 **5. RELEASES OF CLAIMS**

10 Effective on the date when Defendants fully fund the entire Gross Settlement Amount,
11 Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

12 **5.1. Plaintiff's Release.** Plaintiff and his or her respective former and present spouses,
13 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors
14 and assigns generally release and discharge Released Parties from all claims, transactions or
15 occurrences that occurred prior to the execution of this Agreement, including, but not limited to,
16 all claims for civil penalties that were, or reasonably could have been alleged based on the facts
17 contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's
18 Release does not extend to any claims or actions to enforce this Agreement or to any claims for
19 alleged individual Aggrieved Employees' wage and hour claims, vested benefits, unemployment
20 benefits, disability benefits, social security benefits, or workers' compensation benefits, or claims
21 outside of the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law
22 different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
23 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects,
24 notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.1.2. The above release expressly excludes Plaintiff's claims for sex discrimination, sexual harassment, retaliation, violation of Labor Code section 1102.5, wrongful termination, wrongful termination in violation of public policy, intentional infliction of emotional distress, negligent infliction of emotional distress, and related claims.

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

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

1 The Parties agree to jointly prepare and file an application or motion for approval of this
2 Settlement.

3 **6.1. Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel
4 all documents necessary for obtaining approval of this Settlement under Labor Code Section
5 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement;
6 (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering
7 the Settlement and attesting to its willingness to serve; competency; operative procedures for
8 protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data
9 breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential
10 conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any
11 financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed
12 declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all
13 necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)),
14 Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code
15 section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all
16 modifications made to the Model Agreement ready for filing with the Court; and (v) all facts
17 relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the
18 Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not
19 aware of any other pending matter or action asserting claims that will be extinguished or
20 adversely affected by the Settlement.

21 **6.2. Responsibilities of PAGA Counsel.** PAGA Counsel is responsible for
22 expeditiously finalizing and filing the application or motion for approval of this Settlement after
23 the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the
24 motion. Defense Counsel is responsible appearing in Court to advocate in favor of the motion.
25

PAGA Counsel is also responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

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

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

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

1 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR**
2 **CLAUSE**

3 Based on its records, Defendants estimate that, as of the date of this Settlement Agreement
4 there are 591 Aggrieved Employees who worked 12,926 Pay Periods during the PAGA Period.

5 **8.1 Increase in the Gross Settlement Amount.** Defendants represent that there are
6 no more than 12,926 Pay Periods in the PAGA Period. In the event the number of Pay Periods in
7 the PAGA Period increases by more than 10% or 1,293 Pay Periods, then the Defendants shall
8 have the choice of: (i) increasing the Gross Settlement Amount proportionally by the Pay Periods
9 in excess of 12,926 Pay Periods multiplied by the Pay Period Value. The Pay Period Value shall
10 be calculated by dividing the Gross Settlement Amount by the estimate of Pay Periods at issue,
11 meaning that the parties agree that the Pay Period Value shall be \$26.30 (\$340,000.00 / 12,926
12 Workweeks); or (ii) electing to end the PAGA Period on the date that the number of Pay Periods
13 reaches 14,219 Pay Periods (12,926 Pay Periods + 1,293 Pay Periods).

14 **9. CONTINUING JURISDICTION OF THE COURT**

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

19 **9.1. Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms
20 and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and
21 PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all
22 rights to appeal from the Judgment, including all rights to post-judgment and appellate
23 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary
24 writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such
25 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to

1 perform under this Agreement will be suspended until such time as the appeal is finally resolved
2 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
3 Settlement Amount.

4 **10. ADDITIONAL PROVISIONS**

5 **10.1. No Admission of Liability or Representative Manageability for Other**
6 **Purposes.** This Agreement represents a compromise and settlement of highly disputed claims.
7 Nothing in this Agreement is intended or should be construed as an admission by Defendants
8 that any of the allegations in the Operative Complaint have merit or that Defendants have any
9 liability for any claims asserted; nor should it be intended or construed as an admission by
10 Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative
11 treatment is for purposes of this Settlement only. If, for any reason the Court does not approve
12 this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
13 reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties'
14 willingness to settle the Action will have no bearing on, and will not be admissible in connection
15 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
16 Agreement).

17 **10.2. Integrated Agreement.** Upon execution by all Parties and their counsel, this
18 Agreement together with its attached exhibits shall constitute the entire agreement between the
19 Parties relating to the Settlement, superseding any and all oral representations, warranties,
20 covenants, or inducements made to or by any Party.

21 **10.3. Attorney Authorization.** PAGA Counsel and Defense Counsel separately
22 warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take
23 all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
24 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
25 terms of this Agreement including any amendments to this Agreement.

1 **10.4. Cooperation.** The Parties and their counsel will cooperate with each other and
2 use their best efforts, in good faith, to implement the Settlement by, among other things,
3 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
4 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
5 the form or content of any document necessary to implement the Settlement, or on any
6 modification of the Agreement that may become necessary to implement the Settlement, the
7 Parties will seek the assistance of a mediator and/or the Court for resolution.

8 **10.5. No Prior Assignments.** The Parties separately represent and warrant that they
9 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
10 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 **10.6. No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendants nor Defense
13 Counsel are providing any advice regarding taxes or taxability, nor shall anything in this
14 Settlement be relied upon as such within the meaning of United States Treasury Department
15 Circular 230 (31 CFR Part 10, as amended) or otherwise.

16 **10.7. Modification of Agreement.** This Agreement, and all parts of it, may be
17 amended, modified, changed, or waived only by an express written instrument signed by all
18 Parties or their representatives, and approved by the Court.

19 **10.8. Agreement Binding on Successors.** This Agreement will be binding upon, and
20 inure to the benefit of, the successors of each of the Parties.

21 **10.9. Applicable Law.** All terms and conditions of this Agreement and its exhibits will
22 be governed by and interpreted according to the internal laws of the state of California, without
23 regard to conflict of law principles.

1 **10.10. Cooperation in Drafting.** The Parties have cooperated in the drafting and
2 preparation of this Agreement. This Agreement will not be construed against any Party on the
3 basis that the Party was the drafter or participated in the drafting.

4 **10.11. Confidentiality.** To the extent permitted by law, all agreements made, and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 **10.12. Use and Return of Aggrieved Employee Data.** Information provided to PAGA
8 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
9 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
10 negotiations, or in connection with the Settlement, may be used only with respect to this
11 Settlement, and no other purpose, and may not be used in any way that violates any existing
12 contractual agreement, statute, or rule of court.

13 **10.13. Headings.** The descriptive heading of any section or paragraph of this Agreement
14 is inserted for convenience of reference only and does not constitute a part of this Agreement.

15 **10.14. Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement
16 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
17 weekend or federal legal holiday, such date or deadline shall be on the first business day
18 thereafter.

19 **10.15. Notice.** All notices, demands or other communications between the Parties in
20 connection with this Agreement will be in writing and deemed to have been duly given as of the
21 third business day after mailing by United States mail, or the day sent by email or messenger,
22 addressed as follows:

23 **To Plaintiff:**

24 BIBIYAN LAW GROUP, P.C.
25

1 1460 Westwood Boulevard
2 Los Angeles, California 90024

3 **To Defendants:**

4 BALLARD ROSENBERG GOLPER & SAVITT LLP
5 15760 Ventura Blvd, 18th Floor
6 Encino, California 91436

7 **10.16. Execution in Counterparts.** This Agreement may be executed in one or more
8 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
9 Agreement shall be accepted as an original. All executed counterparts and each of them will be
10 deemed to be one and the same instrument if counsel for the Parties will exchange between
11 themselves signed counterparts. Any executed counterpart will be admissible in evidence to
12 prove the existence and contents of this Agreement.

13 **10.17. Stay of Litigation.** The Parties agree that upon the execution of this Agreement
14 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
15 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the
16 date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
17 process.

18 **10.18. Severability.** In the event that one or more of the provisions contained in this
19 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
20 invalidity, illegality, or unenforceability shall in no way effect any other provision if
21 Defendant's' Counsel and PAGA Counsel, on behalf of the Parties and the Aggrieved
22 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable
23 provision had never been included in this Agreement.

24 ///

1 **IT IS SO AGREED:**

2
3 DocuSigned by:
Marc Glantz
A42CBDEF1504D3...

4 For Plaintiff, Rosario Lopez

5 For Defendants, Community Restaurants, Inc.,
6 Granville Glendale, Inc., Granville Restaurant
7 Partners, LLC, Granville Restaurant Partners 2,
8 LLC, Granville Pasadena, LLC, Granville
9 Management Group, Inc.

1 **IT IS SO AGREED:**

2
3 
Rosario Lopez (Jun 24, 2025 12:34 PDT)

4 For Plaintiff, Rosario Lopez

For Defendants, Community Restaurants, Inc.,
Granville Glendale, Inc., Granville Restaurant
Partners, LLC, Granville Restaurant Partners 2,
LLC, Granville Pasadena, LLC, Granville
Management Group, Inc.

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